



SPORTSPLEX FREQUENT USER APPLICATION

Submittal of the SFU Application is required for any sports association/organization/club requesting extensive usage of the SportsPlex gymnasium and field turf space. Please note that there are three (3) SFU designations: Fall (September 14 to November 29), Winter (November 30 to February 14) and Spring (February 15 to April 30) per surface area.

A completed SFU Application shall be submitted via the SFU Application to the Kearney SportsPlex Director by the deadlines shown below for the Fall, Winter or Spring designations, which are as follows:

- Submittal Deadline: July 24th for Fall SFU Designation (September 14 to November 29)
- Submittal Deadline: September 4th for Winter SFU Designation (November 30 to February 14)
- Submittal Deadline: October 23rd for Spring SFU Designation (February 15 to April 30)

APPLICANT INFO:	Name of Applicant's Organization/Association/ Team/Club:	
	Name of Association/Organization/ Team President:	
	Billing Address:	
	City/State/Zip:	
	Name of Primary Contact/Site Supervisor:	
	Phone Number of Primary Contact/Site Supervisor:	
	Email of Primary Contact/Site Supervisor:	
	Secondary Contact Name & Phone Number:	



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REQUESTED RENTAL INFO:	Requested Season Designation	Please indicate which season designation you are requesting: ☐ Fall (September 14 thru November 29) ☐ Winter (November 30 thru February 14) ☐ Spring (February 15 thru April 30) Please list the dates when you request your reservation to begin and end: Begin: _____ End: _____ What is the primary sport offered by your association/organization/club that will be held at the SportsPlex? (please list, i.e., basketball, volleyball, etc.) _____ Is your association/organization/club affiliated with a national organization? ☐ Yes ☐ No If yes, what organization: _____
	Number of Gymnasium Courts Requested	Indicate the number of requested courts (if all courts are requested, please check all boxes): ☐ Group A (Courts #1 & #2) ☐ Group B (Courts #3 & #4) ☐ Group C (Courts #5 & #6) What is the minimum amount of courts you would need to facilitate your association/organization/club between the hours of 5:00 p.m. to 9:00 p.m.? _____ What is the ideal amount of courts you would need to facilitate your association/organization/club between the hours of 5:00 p.m. to 9:00 p.m.? _____
	Number of Turf Fields Requested	Indicate the number of requested courts (if all courts are requested, please check all boxes): ☐ West 1/3 Turf ☐ Middle 1/3 Turf ☐ East 1/3 Turf (includes cages) What is the minimum amount of fields you would need to facilitate your association/organization/club between the hours of 5:00 p.m. to 9:00 p.m.? _____ What is the ideal amount of fields you would need to facilitate your association/organization/club between the hours of 5:00 p.m. to 9:00 p.m.? _____
	Preferred Days of the Week	Indicate the preferred days of the week for rental (a minimum of 2-or 3 days required): ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday If a preferred day of the week is unavailable, are you open to changing days?



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		☐ Yes ☐ No
	Preferred Rental Times	Indicate the preferred rental hours (a minimum of 2 consecutive hours required): ☐ 5:00 p.m. – 6:00 p.m. ☐ 6:00 p.m. – 7:00 p.m. ☐ 7:00 p.m. – 8:00 p.m. ☐ 8:00 p.m. – 9:00 p.m.
SFU QUALIFICATIONS:	Bylaw Requirements	Have you provided a copy of published bylaws that include the election of board members and officers, as well as the overall governance of the association/organization/club? ☐ Yes (please attach with application) ☐ No
	Participant Information	What are the age(s) of your participants? (check all that apply): ☐ 5 & under ☐ 6-8 ☐ 9-10 ☐ 11-12 ☐ 13-14 ☐ 15-16 ☐ 17-18 ☐ 19+ How many participants does your association/organization/club have? _____ How many teams does your association/organization/club have? _____
	Additional Information or Requests	Any additional information or special requests (include and attach an additional sheet, if necessary): _____ _____ _____

ADDITIONAL SFU RENTAL RULES AND REGULATIONS:

- RENTAL START AND END TIMES:** Rental start and end times are to be precisely followed. Reservations will be charged an additional \$50/per half hour for arriving before or staying past the designated reservation time, and for any additional court, turf, or room usage outside of this agreement. The Applicant must be cleaned up and completely out of the SportsPlex by the reservation end time unless special arrangements are approved by SportsPlex Management.
- EXCESSIVE CLEAN-UP:** The rental area used by the Applicant shall be left in a clean and orderly manner. Before checkout, SportsPlex Management must verify that the rental area has been left in a satisfactory manner. If SportsPlex Management determines excessive clean-up after the rental is warranted (excluding spectator and public areas), the Applicant will pay a fee for custodial services of \$100 per hour.
- DAMAGED PROPERTY:** The Applicant shall be liable to the SportsPlex for payment in full of the cost of replacement and/or repair of any personal or real property which is damaged as a result of this Agreement,



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ordinary wear and tear expected. Applicant will assume responsibility to the City for any theft or damage of City property, both personal and real, as a result of this Agreement, and to fully reimburse the City for the expense of any theft or damage to City property, both personal and real, including what the City determines to be excessive cleanup. Applicant understands that should it have to reimburse the City for any such expense, it is the Applicant's sole obligation to attempt to collect monies paid by Applicant to the City from third parties it believes committed the theft or caused the damage in question.

- **SECURITY CAMERAS:** Security cameras are installed and being utilized by SportsPlex to enhance public security and discourage theft or other criminal activities while respecting the privacy expectations of SportsPlex users and guests. Security cameras are installed only in public areas of the facility, including, but not limited to, facility grounds, building exteriors, public corridors, sporting surface areas (gymnasium, turf, pickleball and track) and equipment storage areas. Security cameras are not installed in private areas in which a person has a reasonable expectation of privacy, including, but not limited to, restrooms/bathrooms, shower areas, mothers' rooms, locker and changing rooms and other areas where a reasonable person might change clothes.
- **INSURANCE:** Applicant shall maintain general liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate during the entire term of this rental. A Certificate of Insurance shall be provided that includes the coverage outlined, and lists City of Kearney as an Additional Insured. The name of Applicant shall appear on the Certificate of Liability Insurance as Insured, or be designated in Description of Operations (see attached sample).
- **HOLD HARMLESS AND INDEMNIFICATION:** Applicant and/or guest(s), shall hold harmless, indemnify and defend the City of Kearney and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character both to person and property, arising out of, related to or connected to this Agreement. This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursements incurred by or assessed to the City of Kearney, its officials, employees, agents, contractors and assigns. The Applicant and/or guest(s), also acknowledge that the City of Kearney has no responsibility for any damage caused to the Applicant's property by any source. This Indemnification and Hold Harmless provision is effective upon execution and shall be of indefinite duration and shall survive the termination of this Agreement.

CANCELLATIONS AND REFUNDS: The SportsPlex reserves the right to cancel this agreement and withdraw the permission hereby granted for just cause or failure to comply with any of the above terms and conditions. Additionally, during a specified SFU designation, an Applicant who requests more than three (3) cancellations with less than 48 hours notice to SportsPlex Management may result in the cancellation of this agreement and may impact future rental availability. In such cases, the Applicant will, upon request, immediately remove all persons and equipment they have from the SportsPlex. There will be no refund.

Under certain weather conditions, the SportsPlex may declare conditions unsafe or unacceptable. This decision is at the sole discretion of the SportsPlex Management. The SportsPlex reserves the right to cancel any rental due to special circumstances, maintenance needs, or scheduling conflicts. If a rental is canceled under this subsection, the SportsPlex will make every effort to reschedule at a time convenient to the Applicant. In the event the function cannot be rescheduled, a refund of the specified rental that was cancelled will be processed.



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- **FORCE MAJEURE.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
- **OTHER.**
 - The Applicant will not sublease the rental area.
 - The Applicant will comply with all applicable rules and policies of the SportsPlex, City of Kearney, State and Local laws and regulations and any special rules posted in the rental area and ensure that its guests and employees abide by said policies, laws, and regulations.
 - The Applicant shall provide proper supervision (i.e., Site Supervisor) to ensure the protection of persons and property during the event/s as specified in this agreement. The Applicant's assigned event supervisor should be easily identifiable and must check-in with SportsPlex Management daily during the duration of the event. The Applicant will restrict all participants to authorized areas only.
 - The Applicant is responsible for its own personal property, accidents, injuries, damages, or loss of property.
 - The Applicant may not sell or authorize the sale of food or concession items without prior written approval of the SportsPlex.
 - No permanent modifications or alterations shall be made to any area within the facility.
 - In the event it shall become necessary for the SportsPlex to enforce any or all the terms, covenants and conditions of this agreement, the Applicant agrees to pay all expenses incurred by the SportsPlex in so enforcing this Agreement, including reasonable attorney's fees and court costs.
 - The Applicant agrees to vacate rental area at the scheduled time on the day/s of rental.
 - The Applicant understands that the facilities that are the subject of the rental agreement are public facilities and people visiting the facility may have been exposed to and/or have been diagnosed with one or more communicable diseases including but not limited to COVID-19 or other diseases or maladies, and is impossible to eliminate the risk that Applicant, or other occupants, might be exposed to and/or become infected through contact with, or entry in, or use of the facility. The undersigned understands the risk and expressly assumes responsibility for said risk.

ACKNOWLEDGEMENT & AGREEANCE: I, the undersigned Applicant, hereby state that I have reviewed and agree to adhere to all policies, rules, and regulations of the Kearney SportsPlex included in the Sportsplex Frequent User Application and Exhibit A – Code of Conduct and that I understand and agree to be bound by the terms.

Applicant Printed
Name: _____

Applicant Signature: _____

Date: _____



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AUTHORIZED SPORTSPLEX MANAGEMENT ONLY		
SportsPlex Director Signature:		
Approved Date:	Not Approved Date:	
Office Use Only: ☐ Received Cert of Insurance ☐ Copy Sent to Applicant ☐ Copy Sent to Staff ☐ Deposit Paid _____ ☐ Added to Schedule ☐ Post Event Fees Billed _____ ☐ Total Fees Paid _____		

The Kearney SportsPlex's mission is to provide a fun, safe environment for users of all levels to play, compete and develop social skills while accessing state-of-the-art indoor recreational and sporting amenities. We seek to maintain an environment of respect, compassion, positivity and kindness. All users and others attending an event or utilizing the facility must adhere to all rules, policies and standards of the Kearney SportsPlex and are expected to act in a safe, courteous and respectful manner at all times.

All requests and instructions by the SportsPlex's staff should be strictly followed and failure to do so may result in any person, including users or spectators, being directed to leave the premises. Ejected person(s) do not receive a refund for their entry/ticket(s)/admission(s) nor are they compensated in any way.

Prohibited conduct at the SportsPlex includes, but is not limited to, the following:

- Striking, attempting to strike or threatening to strike any staff person, member, visitor or any other person affiliated with the SportsPlex;
- Threatening, harassing or intimidating any staff person, member, visitor or any other person affiliated with the SportsPlex;
- Foul, profane or abusive language;
- Theft of any property;
- Use of tobacco including chewing, smoking or vaping;
- Use, possession or consumption of alcohol;
- Use of illegal drugs;
- Damaging the facilities of the SportsPlex in any way; and
- Providing false information or records to the SportsPlex.
- Additionally, any criminal activity or acts or threats of violence may be reported to the proper authorities and prosecuted.
- The Kearney SportsPlex reserves the right to deny, suspend, revoke or limit access to the SportsPlex at its sole discretion in the case of any violation of this Code of Conduct or any rule or policy of the SportsPlex, consistent with applicable law. Any question arising regarding the meaning of any provision of this Code of Conduct should be brought to the attention of the Director of the Kearney SportsPlex. The SportsPlex's interpretation of any provision of this Code shall be final.

Additionally, the SportsPlex strives to ensure that all users have a positive and memorable experience while at the facility. Therefore, all users and others attending an event or utilizing the SportsPlex facility are expected to follow basic sportsmanship standards. Failure to follow these standards may result in any person, including users or spectators, being directed to leave the premises. Ejected person(s) do not receive a refund for their entry/ticket(s)/admission(s) nor are they compensated in any way.

- Good sportsmanship is expected from players, coaches, officials and spectators at every match by demonstrating a positive attitude and speaking in a positive manner towards all involved.
- Do not place a burden on children to win games. The purpose of youth sports is to develop physical, mental and social skills. Provide positive support for all players on all teams.
- Respect official's decisions and teach children to do likewise.
- Never argue with an official. Only a captain or coach may approach the official during a break or after the competition.
- Remember that sports participation is an opportunity to learn and have FUN.
- Treat coaches, players, officials and fans with respect. Control your temper. Verbal abuse of officials and sledging other players, deliberately distracting or provoking an opponent are not acceptable or permitted behaviors.
- Play by the Laws of the Game.