# PARDS 30372 EDEN CHURCH ROAD DENHAM SPRINGS, LA. 70726 (225) 665-5405

# Field Rental Contract - 2014

# Event

This is a contract for use of \_\_\_\_\_\_ a PARDS facility, and

(Name of Organization, Company, Person)

# Who

**PARDS** has agreed to the terms of this contract by virtue of the officer/person who has signed it, below. The Organization, Company Person or Partnership has agreed to its terms and conditions by virtue of the officers, or responsible persons who have signed below, and attest that they have the power to sign on behalf of the Organization, its members, and officers.

# Names

In this contract, the Organization (or Company, Person, or Partnership) and its officers, members, and those signed below, are called, "you" and "yours". North Park is called "PARDS"

# Liability

You also agree to indemnify PARDS and hold it free and harmless from any and all claims for damages or personal injury, including all court costs, attorney's fees, payments, judgments, etc. when such claims are the result of injuries incurred or sustained by members of the organization, their guests or other persons who come to the facility during or because of your event, during the period covering the event, the preparation or clean-up. In addition, you are responsible for any damages to the premises, fixtures, or equipment.

#### Indemnification

You also agree to indemnify PARDS for such damages or personal injuries sustained. You understand that you are solely responsible for such damages or personal injury or loss that occurs at the event or during preparation or clean-up.

# **Types of Tournament Sponsorship**

#### 1. Independent groups and or individuals

Groups/Individuals are responsible for providing insurance to cover event. The group/individual is totally responsible for all costs, organization and management of the tournament. Admission or donations can be charged by the group/individual but only at the field site.

All general park rules apply to rental groups/individuals such as, no alcohol and no concession sales, food cannot be brought in and given away.

- 2. Co-Sponsored by PARDS If the tournament is sponsored by PARDS all rental fees will be waived. However all other rules apply.
- 3. PARDS sponsored events PARDS will be completely responsible for the event.

#### **Deposits and Fees**

#### Damage Deposit

A \$200 damage deposit. This fee must be paid in advance of the tournament. If there is no damage to the facility, the money will be refunded three days working days after the tournament.

Normal park operating hours are 7:30 am - 10:00 pm. There will be A \$25 per hour for games going beyond 10:00 pm. This time starts at 10:01.

#### Softball complex, Delrie Complex and fields 5 & 6 Rates

One or two day rate	\$175 per day, per field.
Three day rate	\$475 per field for the entire three days.

Field #7 Rates

\$500 per day

Football Field Rates

\$100 per day

Practice rates \$25 per hour light fee

# **PARDS Responsibilities for Tournaments/Games**

Unless otherwise specified in writing, this contract is for use of the <u>fields only</u> and does not include the Recreation Center, storage rooms, offices or any exterior areas.

#### **Hours of Operation**

Normal operating hours at North Park are 7:30 am to 10:00 pm. Normal operating hours at South Park are 7:30 am to dark.

If games are to be conducted after normal park hours the times will need to be preapproved with the Program Director or Superintendent.

# <u>Warranty</u>

PARDS makes no warranty as to the fitness of the facility for any use. It does not warrant the effectiveness or condition of any equipment. You should inspect the facility to make sure it meets your needs. In any case, the total liability of PARDS shall not exceed the fees paid.

### **Football Events**

PARDS will provide the field only. It will be the responsibility of the group using the facility to prep the field for games. Game prep would include paint, chalk, cones and or any other field materials necessary to conduct the game.

## **Baseball/Softball Tournaments and or Games**

PARDS will be responsible for picking up debris, keeping the park bathrooms clean (not port-a-lets) and prepping the fields.

PARDS will prep the fields prior to the start of the first game of the day. PARDS will redrag the fields after every other game, time permitting. The user group must allow a minimum of 15 minutes prior to the start of the next game if they want the fields to be dragged.

PARDS reserves the right to cancel any event due to inclement weather. If drying agent is needed PARDS will supply the material for a cost of \$9.00 per bag.

Decisions on playability of the fields will be made by the maintenance staff. No material (sand, dirt or drying agent) will be applied to the fields without the permission of the field maintenance staff on hand.

# **Complex Guidelines**

- 1. NO alcoholic beverages allowed.
- 2. NO ice chests are allowed in the complexes. The enforcement of the "No Ice chest rule" is entirely up to the tournament host. If ice chest are found in/around the complex there will be a \$25 charge per ice chest.
- 3. All concessions are awarded by PARDS to an independent contractor. The independent contractor has exclusive rights to provide concessions for all events that take place at the PARDS facility. No food may be sold at the complex or given away inside the complex.
- 4. Outside vendors are not allowed in the park, unless approved by a park official.
- 5. The group hosting the event will be responsible for obtaining ice for the teams if needed. PARDS will not supply team ice.
- 6. Do not allow teams to hit baseballs or softballs against the fence. (soft toss).
- 7. PARDS reserves the right to cancel any event due to inclement weather.

# User group responsibilities for tournaments/games

- 1. Promotion
- 2. Scheduling of games
- 3. Scheduling and payment of officials

4. The user group will be responsible for providing port-o-lets under the following guidelines:

2 Fields rented -	0 port-o-lets
3 Fields rented -	2 port-o-lets
4 Fields rented -	2 port-o-lets

#### Your Agreement

You, by your signature at the bottom of the page, agree to all terms and conditions contained in this contract. In the event that it is necessary to place enforcement of these provisions in the hands of an attorney, you agree to pay attorney fees and all court costs.

#### <u>Affidavit</u>

You, hereby attest that you have thoroughly read and reviewed the entire contract and are familiar with the terms and conditions, and further, that you have the specific authority to sign on behalf of your organization. You also attest that all statements in this contract about your organization and event are true to the best of your knowledge. Any misstatement which materially affects the use of the facility, whether or not purposeful, shall be and is grounds for PARDS to cancel this contract.

Name of the Organization/Individual

Date

**Responsible Organization Official** 

Signature PARDS Official

Address

City/State/Zip Code