

Sports Facility Use Agreement

Revised 5/1/15

Section A – Complete All Blanks

Name of Team or Organization: _____

Contact/Responsible Person _____

Address: _____

Home Phone: _____ Cell: _____ Email: _____

2nd Contact Person: _____

Address: _____

Home Phone: Work: _____ Pager: _____ Cell: _____

Section B

Event Dates: From: _____ To: : _____

Section C (Circle all fields that will be utilized.)

FACILITY(S) REQUESTED: OD JOHNSON BALLFIELD

Section D

LESSEE FEES:

\$450.00 – O.D. Johnson \$ 450.00

OTHER FEES _____ \$ _____

OTHER FEES _____ \$ _____

Total Fee \$ _____

DEPOSIT \$ _____

BALANCE DUE \$ _____ -

Full Amount Due By _____ To Gain Access to Facility \$ _____

In order to reserve a facility/ball field a minimum deposit of \$250 is required to be submitted at the time of completing the Sports Use Facility Agreement. No facility or field will be reserved until an agreement is signed and the deposit is received. The Deposit is a guarantee that the facility is reserved for the renter/applicant. The entire deposit will be forfeited to the City if the tournament is not canceled by written notice to the City at least 14 days prior to the start date of the reservation. Should the event be canceled for any reason the City reserves the right to rent the facility/ball fields to another renter/applicant.

The remaining balance of the rental for the facility/ball fields shall be paid at least 3 days prior to the start of the tournament. If the renter/applicant fails to pay the balance of rent due the entire deposit will be forfeited to the City and the City reserves the right to rent the facility/ball fields to another applicant. Should the City choose to honor the agreement a minimum late fee of \$50.00 per day will be charged to the applicant. Once the rental is paid in full to the City, the applicant is guaranteed the use of the facility/ball fields as provided for in the agreement.

If a tournament is canceled due to extreme weather conditions as determined by the City the entire \$250 deposit may be returned to the applicant/renter.

Lessee's Signature

Section E

Liability Insurance Requirement:

Sponsoring team or person will be required to provide GENERAL LIABILITY INSURANCE

Coverage in the amount of *250/500/250. PRODUCT LIABILITY INSURANCE must be included. The City of Lake Charles will be shown as an additional insured and a certificate of insurance will be provided to the City of Lake Charles prior to the event date. Neither the LESSEE, nor participants or spectators, shall hold the City of Lake Charles, the Recreation and Parks Department, nor any of its employees liable for any accident or injury incurred as a result of traveling to and from or participating in any event resulting from this rental. *Thousands of dollars.

Lessee's Initials _____

Section F

Clean-Up and Damage to Property:

The LESSEE is responsible for all damage to the park, field or any of its properties or equipment. The LESSEE agrees to restore or pay for the cost of restoring any damaged items back to original conditions. If damaged by any member of the sponsoring group or by any spectator or participant in the activity. This does include using the fields during rainy and/or muddy conditions. Every effort is made to prepare the fields for events the LESSEE understands that the responsibility for the total clean-up of the park following the event is solely the LESSEE'S. If the City of Lake Charles is required to clean-up following the event, the lessee will be charged \$25 per hour of time required to clean the park.

Lessee's Initials _____

Section G

SECURITY – PARKING/CROWD CONTROL

It is recommend that at least one uniformed security officer with the power of arrest will be present during events to act as crowd and parking control officer.

Lessee's Initials _____

Section H

RULES & REGULATIONS:

This permit is granted subject to the following rules and regulations and the acceptance and use thereof by the applicant is an agreement on his/her behalf to comply with all the terms and conditions herein set forth together with all the rules of procedure theretofore established by the City of Lake Charles.

Lessee's Initials _____

Section I

RECURRING DATE OPTION:

In an effort to promote tournaments and allow tournament host to plan annual events the applicant/renter will be allowed to have the same event dates the following year provided they reserve the facility/ball field by January 15 the following year. No facility or field will be reserved until the Sports Use Facility Agreement is signed and the \$250 deposit is received. The Deposit is a guarantee that the facility is reserved for the renter/applicant. The primary right to the reoccurring date belongs to the name/entity appearing as "The Insured" on the required liability policy. The applicant/renter must be in good standings with City to receive this benefit and the full rental fee is received by the City.

All other provisions in Section 'D' above apply.

Lessee's Initials _____

Park Policies:

The following policies will be in effect during this event and will be enforced:

- A. Alcoholic beverages of low alcoholic content (beer only) may be sold at the O.D. Johnson Softball Complex only. Local and state permits are required. Copies of these documents will be submitted the Lake Charles Parks and Recreation Office prior to the commencement of the tournament.
- B. The Lake Charles Parks and Recreation shall have the right to suspend or revoke the privilege to sell beer at any time for reasonable cause. Reasonable cause includes but is not limited to improper conduct of players or guests. Violators may also be suspended from any future sports activity and/or rental of facilities.
- C. Lessees must comply with all federal, state and local laws dealing with purchase, consumption and selling of any alcohol on City of Lake Charles property.
- D. Glass containers are strictly prohibited from the park.
- E. Open flames or fires are prohibited. However use of Bar-B-Que grills are approved for concession use only and in designated locations only.
- F. Lessees must comply with all state and city noise ordinances.
- G. It shall be unlawful to interfere with any park supervisor, softball official or employee of the City of Lake Charles Parks and Recreation Office, in the discharge of his/her duties or to fail to obey and lawful command of the fore mentioned.

Any infractions of the City policies or other rules will result in individual or team eviction from the facility and may also result in the individual's or team's rights to future use.

SPECIAL CONDITIONS

Lessee of fields agrees and understands that LCRD is the final authority in the determination whether the fields are in a playable condition or not.

Lessee should be on notice that LCRD will not be responsible for any monetary loss that lessee incurs and or suffers as a result of LCRD postponing, delaying or canceling the tournament in any way.

Lessee realizes these factors exist and are under no obligation to lease or use these fields, but, does so being fully aware of the consequences and or losses they may sustain due to LCRD actions.

Lessee agrees to notify all participants of LCRD policies and that under no circumstances should they expect to play on the fields that LCRD considers unplayable for any reason that may occur during the tournament.

NOTICE TO PLAYERS, SPONSORS AND TOURNAMENT OFFICIALS

Every effort is made to prepare these ball fields properly. However due to normal play and continuous use, the conditions may become less than ideal. Bases or home plates may become dislodged or holes around home plate or bases may occur. If you observe any of these conditions or any other dangerous conditions, contact the tournament director immediately. Stop the game until repairs can be made to insure safety. Be aware that you are participating in athletic competition and injuries can and do occur. The City of Lake Charles, Department of Recreation and Parks, assumes no responsibility for injuries.

PARKING:

Parking is allowed in designated areas only. Tickets will be issued to violators. Parking on private property is prohibited. Vehicles parked in non-designated areas are subject to be towed away. The service drive will be used only for deliveries and/or emergency vehicles. Deliveries will be made through the side gate only. Once deliveries are complete, all vehicles must be removed from within park grounds immediately. This includes concession workers. The service drive gate must not be blocked at any time.

SPECTATORS:

Seating of spectators shall be at the discretion of the LESSEE. Necessary steps should be taken by the LESSEE to insure safety and enjoyment of participants and spectators. Non-Participating children are not allowed in the playing area during event.

FOOD QUALITY AND SANITATION STANDARDS:

It is the LESSEE'S obligation to provide food quality of the highest standard possible. Food should be handled according to the highest sanitation standards as established by the Calcasieu Parish Health Department. Concession areas are subject to inspection by the Calcasieu Parish health Department and/or City of Lake Charles Recreation Department Representative. The restrooms will be kept clean and in sanitary condition at all times during the use period and will be in like condition after use period.

Lessee Initials _____

BALLPARK RENTAL INCLUDES

- FIELD LIGHTS
- CONCESSION
- OFFICE (IF AVAILABLE)
- INITIAL SETUP OF FIELDS (DIMENSIONS, BASES ETC.)
- END OF EVENT BAGGED TRASH PICK UP
- BATHROOM SUPPLIES AND TRASH BAGS
- FIELD HAND TOOLS
- CHALK AND CHALK MACHINE

BALLPARK RENTAL DOES NOT INCLUDE

- SECURITY PERSONNEL
- POWER EQUIPMENT
- DAILY FIELD MAINTENANCE
- CONCESSION SUPPLIES (CUPS ETC.)
- PERSONNEL
- REQUIRED FEES AND LICENSES
- INSURANCE (RENTER MUST PROVIDE)
- ERECTING AND TAKING DOWN OF ANY FENCING NECESSARY FOR THE TOURNAMENT
- BAGGING OF TRASH OR PICKING UP TRASH DURING TOURNAMENT
- CHALKING AND LINEING OF FIELD ONCE TOURNAMENT HAS STARTED

At the time rental begins, the renter assumes all maintenance and clean-up duties during the tournament. Keys will be given to the tournament operator and he/she will be responsible for securing the facility. The City of Lake Charles assumes no responsibility for theft during the event.

By my signature below, I attest that the above information given by me is accurate:

EVENT REPRESENTATIVE: _____ **DATE:** _____

DEPARTMENTAL APPROVAL: _____ **DATE:** _____

Contact Persons For The City:

Name	Work Phone	Pager
Al Purdy	491-1283	802-4000
Lupe Rameriez	491-8641	343-4778