

2019 Ball Field Rental Agreement
City of Seymour Parks and Recreation

1. Practice Reservations:

- a. All Seymour Youth League (SYL) practice times will be scheduled through the Seymour Youth League. There is not a fee associated with SYL practices.
- b. Seymour Youth League will be given priority scheduling for practice times.

2. Scheduling:

- a. All tournaments will be scheduled through the Parks and Recreation Department.
- b. All games must be completed by 11:00pm unless approved through the P&R Department.
- c. Proof of liability insurance may be requested solely based at the discretion of the Parks and Recreation Department.
- d. Directors that have previously scheduled annual events will receive priority when dates are being assigned for the following year. Date assignments will be the sole discretion of the Parks and Recreation department.
- e. The Parks and Recreation Department has the right of refusal for any tournament director/individual.

3. Fees

- a. There will be a diamond fee and/or a complex fee based on which facility/s is being rented.
- b. Complex fees, per day for Kasting Park (\$450) and Freeman Field Athletic Complex (\$350)
- c. Individual diamond rental for Gaiser, Kessler and Shields diamonds will be \$125 per diamond, per day.
- d. SYL tournaments are exempt from diamond rental fees, unless there is a team entry fee or gate admission associated with the tournament. All other teams/organizations, including travel teams and All Star teams, will pay the rental fee for use of the facility.
- e. Diamond rental fees must be paid one week prior to the beginning of the event, unless waived by the Parks and Recreation department.
- f. Damage/reservation deposit of \$500 per day must be paid in order to secure the reservation. Reservations will not be accepted without the deposit payment. If the renter has a positive past relationship with the Parks and Recreation department, the deposit may be waived. This decision is the sole discretion of the P&R department.
- g. All checks should be made payable to Seymour Parks and Recreation Department.
- h. Key deposit of \$50 must be made prior to the keys being distributed.
- i. Portable fence installation will be an additional charge of \$50 per diamond.
- j. Initial Mound/Base set up is included in rental but adjustments will be charged at \$20 per change.
- k. Additional labor hours requested by the Tournament Director for diamond rain repair or preparation will be charged at \$20 per hour, per individual.

4. Cancellation Policy

The refund policy is the sole discretion of the Parks and Recreation department, the following guidelines will be used when determining if the refund should be granted.

- a. If the Renter cancels all or any part of a reservation 7 or more days prior to the event, he/she shall be entitled to a refund of all fees and deposits for the cancelled reservation, provided the renter has completed their due diligence in the promotion and construction of a tournament.
- b. If the Renter cancels all or any part of a reservation less than 7 days but more than 72 hours prior to the event, he/she shall be entitled to a refund of one-half the diamond rental fees for the cancelled reservation. The damage/reservation deposit will be forfeited for cancellations within 1 week of the event.
- c. If the Renter cancels all or any part of a reservation less than 72 hours prior to the event, he/she shall not be entitled to any refund of fees or deposits.
- d. All cancellations must be made during normal business hours (8 a.m. – 4:30 p.m.).
- e. Full day cancellations will result in fees being waived for that day.

5. Field Maintenance:

- a. Initial field prep is included in the complex/diamond rental fee. Additional re-prep can be requested, but a \$20 fee will be charged for each request.
- b. Renter must assist in picking up all trash and debris within the complex; field playing area, dugouts, bleacher area, sidelines, restrooms and parking lot. A parks department employee/s will empty trashcans and will furnish trash bags for use throughout the day. Failure to keep complex clear of trash and debris will result in loss of deposit.
- c. No motorized equipment shall be used to drag any field during wet conditions. Doing so may result in the loss of the security deposit and/or additional fees charged for the damage to the field.
- d. No field maintenance should be conducted without the approval of the Parks and Recreation department
- e. The Parks and Recreation Department has final say regarding cancellation of games due to weather.
- f. The renter is allotted a maximum of 2 bags of diamond dry, per rented field at no additional cost. If the renter exceeds this amount, the renter will be charged \$10 per bag.

6. Admissions

- a. Upon approval from the Parks and Recreation Department, Renter may charge a reasonable admissions fee. The determination of what is reasonable is at the sole discretion of the Parks and Recreation Department.
- b. Charging for parking is prohibited.

7. Concessions and Merchandise

- a. The City of Seymour Department of Parks and Recreation or the contracted concessionaire will have exclusive rights for all concessions at all fields.
- b. In the event there is an outside food vendor granted permission to sell, they must have the appropriate certifications from the Jackson County Board of Health.
- c. Upon approval through the Parks and Recreation department, the renter may be granted permission to sell merchandise such as t-shirts, banners, balls, etc.

8. Promoting Local Business

- a. Renter must encourage teams to use hotels, restaurants, and businesses located within the city of Seymour. Contact the Jackson County Industrial Development Corporation at 812-522-4951 for assistance.

PLEASE READ CAREFULLY: I understand that . . .

- Any person(s) renting the facility must be 21 years of age or older
- I am responsible for the supervision of my group; I am responsible for any damage incurred to the property. I am responsible for stolen items in the press box, concession stand area, or any other item that belongs to the Parks and Recreation department. I am responsible for the cleaning of the facility after use. I am also responsible for making sure the facility is restored to its state in which it was rented.
- I will ensure that no cars are driven and/or parked in the park.
- Consumption of alcoholic beverages is prohibited within the facilities. Persons observed consuming alcohol within the facility will be asked to leave and are subject to arrest.
- Smoking Ordinance must be followed when events are held for 50 or more people.
- Any subject not specifically covered in this agreement will be executed at the sole discretion of the Parks and Recreation Department.

The undersigned certifies that they have the authority to sign on behalf of the group or organization or other persons who will be using the facility for which this permit is granted. The undersigned further assumes full responsibility for the supervision of his/her group and the safety of other participants who will be in Seymour and will hold harmless the Seymour Parks and Recreation Department and any agent of said City or Park District of any liability or responsibility, and further agrees to indemnify them and hold them harmless from any losses, including court costs and/or attorney fees. That this waiver and release is granted in exchange for the permit of use of the City of Seymour or the Seymour Parks and Recreation Department, its owners, agents, servants, and/or employees for any damages, injuries, or any other cause of action.

Signature _____ Date _____

Parks and Recreation Signature _____ Date _____