

## 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.
- b. There is no fee associated with SYL practices.
- c. 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. Seymour Youth League regular season games and tournaments will receive priority diamond time. Scheduling requests submitted for the upcoming season prior to March 1<sup>st</sup> will be given tentative approval, contingent upon no interference with the SYL schedule.
- b. All games must be completed by 11:00 p.m.

### 3. Fees

- a. The diamond rental fee is \$75 per day, per diamond. There is an additional \$25 charge per field for the usage of lights. 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 diamond rental for use of the facility.
- b. Diamond rental fees must be paid 1 week prior to the beginning of the event.
- c. Damage/reservation deposit of \$50 per field / 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 will be done at the sole discretion of the department.
- d. All checks should be made payable to Seymour Parks and Recreation Department.

### 5. Cancellation Policy

- 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.
- 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.).

### 4. Field Maintenance:

- a. Mandatory Field Maintenance: A Parks maintenance worker will be hired to prepare the field(s) once a day during the rental date(s). The cost of the field preparation is \$20.00 per field and is mandatory. Staff must be paid upon completion of the work, day of event.
- b. Optional Field/Facility Maintenance: A Parks maintenance worker may be hired at a rate of \$20 per hour to be on duty at all times during the tournament. If the tournament falls on a holiday that the city observes, the rate will be \$30 per hour. The parks department employee will hand-rake and chalk fields after every two games at the Little League Park and after every 3 hours at the Softball complex.
- c. If the renter chooses not to hire a Parks and Recreation employee for field/facility maintenance, then the renter assumes the responsibility of maintaining the facility.
- d. Renter must pick up all trash and debris within the complex: field playing area, dugouts, bleacher area, sidelines, restrooms, and parking lot at the end of each day. A parks department employee will empty trashcans 1 time per day 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.

- e. 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.
- f. The Parks and Recreation Department has final say regarding cancellation of games due to weather.
- g. The renter is allowed to use a maximum of 10 bags of diamond dry at no additional cost. If the renter exceeds 10 bags, the renter will be charged the invoiced rate.

**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 Department.
- b. Admission fees will not be collected while attendees are in their cars.
- c. Charging for parking is prohibited.

**5. 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. Upon approval through the Parks and Recreation department, the renter may be granted permission to sell merchandise such as t-shirts, banners, balls, etc.

**6. 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.

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 \_\_\_\_\_