Field Rental Contract

Who This contract is between Recreation District #6 \* Johnny F. Smith Memorial Park \* Lee Road Recreation, hereafter referred to as the “District” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereafter referred to as the “Lessee”.

What This contract is for rental of the following:

Field 1 Field 2 Field 3

Hallways, restrooms and porches in and around the building are open to the public at all times. Offices, storage rooms, and concessions are for “District” employees only.

When This contract is good for rental of the above areas for the period of \_\_\_\_\_\_\_\_\_\_.

Deposit A refundable deposit of $300.00 is due at the time the field(s) is / are booked. The deposit is per event / date and does not cover multiple dates. **No** **reservations are considered final until the deposit check has cleared the bank.** If a deposit check is returned to the ‘District”, a $25.00 charge will be added to the final bill or it will be deducted from the deposit.

The deposit will be refunded within fourteen (14) business days after the event. The “District” will conduct a complete check of the area used. In the event of any damage to the facility the cost of repair / replacement will be deducted from the refundable deposit.

Cost The cost of rental is $125/day per field no lights. If field lights are used then it will be a additional $50 per day(this is not per field).

Payment Full payment is due to the “District” office fourteen (14) days prior to the scheduled event. If a payment check is returned to the “District”, a $25.00 charge will be deducted from the refundable deposit and only cash will be accepted as payment thereafter.

Cancellation Groups will receive the following percentage of the deposit in the event of cancellation:

60 days prior 100% of deposit

45 days prior 75% of deposit

30 days prior 50% of deposit

15 days prior 25% of deposit

Rules The “District” has set rules regarding use of the fields. Please refer to the last page of this contract for those rules.

Security The “District” reserves the right to require the “Lessee” to provide security for the event. The number of officers required will depend on the number of attendees. The “Lessee” will be responsible for scheduling the officers. There is an hourly charge for the officers, which the “Lessee” is responsible for paying. The “District” will provide the “Lessee” with a list of approved agencies that may be used. Payment arrangements will be worked out between the “Lessee” and the agency used for security. The “District” will follow up with local agencies a few days before the event to make sure a detail has been scheduled. “Lessee” will not be allowed into the facility if this is not scheduled.

Indemnity / “Lessee” agrees to conduct its activities upon the premises so as not to endanger any

Hold Harmless person or property and agrees to indemnify, defend, reimburse and hold harmless the “District”, and their respective directors, managers, employees, commissioners, shareholders, partners, agents, contractors, sub contractors, experts, attorneys, mortgages, trustees, successors, assigns, and invitees of such person, from and against any and all liabilities, claims, demands, causes of actions, orders, directives, and/or, judgments for money, losses, costs and expenses, including attorney’s fees and court costs, associated with, arising from or out of the activities conducted by “Lessee” its agents, agents members and/or guests pursuant to and in accordance with this agreement. This indemnification and hold harmless obligation shall include, but not limited to, the burden and expense of defending all claims, suits, administrative proceedings, even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when as the same become due, any and all judgments, penalties and other sums due against such indemnified persons.

Insurance Thirty (30) days prior to the time “Lessee” is entitled to any right of access to Lee Road Recreation, “Lessee” and each of its contractors shall procure, pay for, and maintain during the entire term of the period of use, the minimum insurance coverage outlined in Paragraph (A) below and shall furnish the “District” a copy of an executed certificate of all required insurance coverage. All coverage shall be issued by an insurance company duly authorized to conduct business in the State of Louisiana and with A.M. Best rating of A: VII or better. All insurance coverage is subject to approval by the “District”.

A) Minimum Insurance Coverage Required:

1) Comprehensive General Liability Insurance (Broad form) or Commercial General Liability Insurance including Personal Injury Liability, Independent Contractor’s Liability, and Contractual Liability covering, but not limited to, the liability assumed under the Indemnification provisions of this agreement with limit of liability for bodily injury and property damage of not less than ***$1,000,000.00*** combined single limit.

2) Worker’s Compensation and Employers’ Liability Insurance shall be provided with Louisiana Statutory Limits that will protect the “District” from claims under the Louisiana Workers Compensation Act. The limit of liability under the Employers Liability Section of the Workers Compensation Insurance Policy (ies) required hereunder shall be in the amount of: Bodily Injury by Accident - ***$100,000.00*** each Accident; Bodily Injury by Disease - ***$500,000.00*** policy limits; Bodily Injury by Disease - ***$100,000.00*** each employee.

3) Comprehensive Motor Vehicle Liability Insurance shall be provided with limits of not less than ***$500,000.00*** each occurrence. Such insurance shall include coverage for loading and unloading hazards.

4) Fire Legal Liability in the amount of ***$100,000.00*** is required.

Endorsements Each insurance policy shall include the following endorsements; the terms of this insurance is for the duration of the agreement period, which includes the period from right of access through the period, allowed for removal of property. Thirty (30) days notice of cancellation or material change will be given to the “District” and the “District” shall be named Additional Insured and shall be stated on the Certificate of Insurance. The “Lessee’s” insurer(s) shall have no right of recovery against the “District”. This Waiver of Subrogation will be included on all policies and shall be so stated on the Certificate of Insurance. The insurance policies shall protect all parties to the agreement and be primary coverage for all losses covered by the policies. Companies issuing the insurance policies shall have no recourse against the “District” for payment of any premiums or deductibles, which is the sole responsibility of the “Lessee”. The term “Other Valid and Collectible Insurance” shall not apply to the insurance coverage carried by the “District”. The Comprehensive General Liability Policy shall be endorsed to reserve the General Aggregate Limit to the “District” for the duration of the agreement period.

Concessions The “District” maintains all concession rights. Groups may not sell or give away any food or beverages.

Ice Chests Ice chests are NOT allowed in the Park. One cooler per team is allowed and a small cooler with Florida Water is allowed. No outside food or drink is permitted.

Lights Rental fees do not include lights. Usage of lights is $50 per day.

Trash A dumpster fee may be charged for large functions if an extra dump is needed outside of the normal trash pick up.

Smoking Lee Road Recreation is a smoke free facility. Attendees may smoke outside in designated areas only. The only designated smoking area is in the front parking lot.

Times of Use The contract is good for the date(s) provided on this contract from 8:00am – 12:00am. Any use outside of these hours will incur an extra charge. “Lessee” will receive a sheet to fill out times needed for event. Time sheet should be filled out as accurately as possible and any changes that need to be made to the time sheet after it is turned in must be done as soon as possible. Park Staff are scheduled according to the sheet turned in by the “Lessee”. On day of event, if “Lessee” deems necessary for event to go longer than originally requested, the “Lessee” must notify the staff on duty as soon as possible so that arrangements can be made ***if possible*** for staff to cover the extra time needed. This extra time requested is not guaranteed even if it falls in the time frame of 8:00am – 12:00am.

Parking The “District” has limited parking and carpooling is recommended. Absolutely no parking on the roadway is allowed. Due to parking constraints, groups may wish to have someone in the parking lot directing traffic so that attendees park correctly.

**Gates will be locked each night after all activities end. Any cars left in the parking lot at the end of the night will be locked in and the owner will not be able to retrieve the car until the next *business* day. Please make sure you notify all guests of this policy.**

**Lee Road Recreation reserves the authority to cancel an event due to weather or other factors affecting use of fields or grounds. If activity/event is cancelled due to inclement** [**weather**](http://www.coquillerecreation.com/Default.aspx?tabid=426599) **the organization/applicant and Recreation District 6 will negotiate fees.  All events more than 50% completed will be charged signed rental request and** [**agreement**](http://www.coquillerecreation.com/Default.aspx?tabid=426599) **fees in full.**

Special

Considerations \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Name of Organization

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Contact Person (Print)

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Mailing Address City State Zip

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Physical Address City State Zip

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Telephone # Fax #

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Organization Official Signature Date

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District Official Signature Date