

**CITY OF LOUDON PARKS AND RECREATION DEPARTMENT
FIELD RENTAL CONTRACT FOR LOUDON MUNICIPAL PARK
AS OF JANUARY 1, 2018**

Sanctioning Organization (circle one) ASA ISA NSA USSSA AABC Dixie Youth Other _____

If non-sanctioned tournament, proof of liability insurance must be provided.

If sanctioned tournament, proof of sanction must be presented with application.

Division(s) (circle) Men Women Girls Boys Open Church Industrial Coed Industrial

Number of teams: _____ Tournament date _____ Tournament Director _____

Address _____ City _____

State _____ Zip _____ Phone – Home _____ Work _____ Other _____

****Fields will not be reserved unless fees are paid at time reservation is made****

Fees: \$200 PER FIELD, (Fri., Sat., and Sun.)

We reserve the right to reserve remaining fields for other uses if all fields are not reserved for this tournament.

\$100 Damage Deposit (Return of deposit will be approximately 2 weeks after tournament)

Fields will be prepared 1 time per day. Additional charges for more than once daily preparation will be as follows:

Spike Drag Field: \$25 per field

Lining Field: \$25 per field

Field absorbent limit of 5 bags per field, per day. Use of more than 5 bags will result in a charge of \$10 per bag.

Any additional maintenance required other than specified will result in a charge of \$20 per hour.

***Damage Deposit* – A tour of the facilities with a Parks and Recreation employee is required at the beginning and end of each tournament to inspect for any existing or new damage.**

***Refund Policy*- 75% of the reservation fee will be returned if cancellation is made 21 days or more prior to scheduled date of use. A charge of \$50 for cancellation will be deducted from refund. If cancellation is not made 21 or more days or less to the event, 50% refund will be awarded.**

***Services* – Tournament fees include preparation of field(s) once each day (dragging/lining). Routine maintenance: clean up during and after tournament, lighting, bases, park employee on duty, and concessions. Fees do not include score keepers, umpires, and balls.**

***Restrictions* – No game shall be scheduled to begin after 9:30 p.m. each day. Field lights will be turned off at 11:00 p.m. each day.**

***Concessions* – Shall be provided by the City of Loudon Parks and Recreation Department Contractor only. Under no circumstance shall rental groups be allowed to operate concessions. Concession area may not be entered by anyone except Loudon Parks and Recreation Employees or contract employees. Please advise teams participating in your tournament that we do not fill water coolers with ice or water in the concession stand.**

***Souvenirs* – The City of Loudon Parks and Recreation Department reserves the right to refuse the sale of any item it deems as dangerous or annoying.**

Gate Receipts – Loudon Parks and Recreation reserves the right to approve any and all gate operations. If you are charging a gate fee, please indicate how much _____. Tournaments with 20 or more teams may be required to pay a gate fee of \$1 per person to Loudon Parks and Recreation Department. Duplicate tickets must be used to verify the amount of tickets sold. Ticket sale proceeds must be paid at the end of each day to the Loudon Parks and Recreation employee on duty.

Incident Weather – Loudon Parks and Recreation Department understands that tournaments have teams from all over the southeast and that cancellation due to weather is costly. We will always consider safety over anything else and therefore the department has the final determination of playability of fields. If fields are declared unplayable, a refund will be based on the number of days in rental period. If 2 or more games are played on any given day, this may be considered one-day use and refund will not be given for that day.

LIGHTNING – *if lightning is seen at any time during tournament play, it will be the tournament director's responsibility to remove all teams and spectators to a safe area such as participant's vehicle, until the lightning has stopped. The Loudon Parks and Recreation employee on duty shall not let a game resume until 30 or more minutes has passed from last time lightning was seen.*

If the tournament is completely cancelled due to the weather, all fees may be returned.

Under no circumstance will unauthorized personnel work on fields without permission from the Director of Loudon Parks and Recreation Department.

CANCELLATION CLAUSE – Due to demands of other activities and/or areas of Loudon Municipal Park, the City of Loudon and The Parks and Recreation Department has the right to cancel, move, or postpone any games or tournaments scheduled at the Loudon Municipal Park Baseball Complex. If an instance such as this were to occur, the tournament director will be contacted to make such arrangements.

Park Guidelines – A person or persons with the tournament staff must be on duty at all times during the tournament to enforce the following rules and guidelines:

A COPY OF THESE GUIDELINES MUST BE GIVEN TO ALL TEAMS AND SPECTATORS ENTERING THE PARK.

1. *NO coolers inside the park. Team coolers must be kept in dugout area and must have a tag indicating team cooler.*
2. *Loudon Municipal Park is a smoke free facility. Smoking permitted in designated area only.*
3. *No illegal alcohol, drugs, or weapons of any kind are allowed on City property.*
4. *Tournament director is responsible for all tournament scheduling which includes games, teams, sites, officials, scorekeepers, etc.*
5. *Tournament director is responsible for all expenditures including staff, officials, scorekeepers, fees, etc.*
6. *Authorized personnel only allowed in Loudon Municipal Parks buildings.*
7. *Tournament director must notify teams of warm up areas and ENFORCE NO SOFT TOSS.*
8. *The City of Loudon Parks and Recreation Department reserves the right to sponsor or co-sponsor any tournament and waive any tournament fees herein described.*
9. *No climbing on structures or fences.*
10. *No pets EXCEPT those for medical purposes.*
11. *The Parks and Recreation Department has the right to inspect any and all team coolers brought into the complex.*
12. *Tournament director agrees to save, defend, and hold the City of Loudon, its agents and employees from any and all claims for damages for injury (including death) and property damage arising from contractor's use or occupancy of any and all City of Loudon property or any activity conducted by contractor on City property.*

RELEASE, WAIVER, AND MEDICAL CONSENT

In consideration for being permitted to use the City of Loudon facilities and programs, I declare as follows: I understand the nature of the activity and my own capabilities and believe that I am qualified, in good health, and proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue and agree to indemnify and hold harmless the City of Loudon, the Parks and Recreation Department, their respective agents, officers, members, instructors, volunteers, and employees from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by negligence of Releasees and I further agree that if, despite this release and waiver of liability, assumption of risk and indemnity agreement, I or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any liability which may incur as the result of such claim. I authorize the City of Loudon employees to apply medical treatment or to permit treatment of me as deemed necessary by them, in the event of illness or injury during participation. F/N 82115

Print

Signature

Date

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Loudon, Tennessee as follows:

Section 1. Beginning January 1, 2018 the fee structure for charitable functions in the Loudon Municipal Park shall be updated with the following criteria:

Full deposit of rental fee must be paid to reserve the facility; to be refunded when charity receives proceeds from the function administrator (receipt required)