



Ballfield Rental & Hold-Harmless Agreement

Community Center & Playground District No. 3

1615 Horridge Street, Vinton, LA 70668 – (337)589-5181 – www.ward7rec.com

RESPONSIBLE PARTY

Name: _____ Date: _____
 Name of Organization: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: (____) _____ Email: _____

EVENT INFORMATION

Requested Date: _____ Start Time: _____

Event Type: _____

Field(s) Requested: **(Select at least one option)**

- Field A Field B
 Field C Field D
 Venissat Park

Will entrance fees be charged?

- Yes No

Will ballfield lights be needed? **(Lights are not available at Venissat Park)**

- Yes No

Will access to the concession stand be needed?

- Yes No

Acknowledgement **(Required)**: I, the undersigned, have read and agree to Community Center & Playground District No. 3 of Ward 7 Ballfield Rental Application and Hold-Harmless Agreement.

Requestor's Name **(Required)**: _____

Signature **(Required)**: _____

** Rates are subject to change.*

Rates	Deposit Ted Lyons	Deposit Venissat	Rental Ted Lyons (Per Field)	Rental Venissat	Add-on Concession Stand	Add-on Lights (Per Field)
	\$600.00	\$175.00	\$150.00	\$75.00	\$75.00	\$15.00

1) Applications and deposit fees are due and payable upon booking. Rental fees need to be paid the week of the rental. Fees shall only be returned for total rainouts or cancellations provided such cancellations are made known to the Recreation Center Office at least 30 days prior to the scheduled event. If cancelled 2 weeks prior, 50% will be returned.

2) **RESTORATION OF PROPERTY**: The lessee agrees to restore or pay the cost of restoring the facility, park, field, or any of its properties or equipment to its original condition, if damaged by any member of the sponsoring group or by any spectator or participant in the activity. This includes using fields during rainy or muddy conditions.

3) **CLEAN UP**: The lessee is responsible for the clean-up after the rental. If facility is left dirty and Recreation District personnel must do the clean-up, lessee will forfeit their clean-up deposit.

4) **LIABILITY**: Neither the lessee, nor participants or spectators, shall hold Recreation District No. 3, 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.

5) **RULES AND REGULATIONS**: Rules and regulations pertaining to the preservation and safety of

recreation property was adopted by Recreation District No. 3. The lessee is responsible for adhering to these rules and regulations or forfeit the lessee's rights to future use of Recreation District No. 3 owned properties and/or facilities. The major items are listed below:

- a. It is unlawful to sell or have in possession glass containers on recreation property.
 - b. It shall be unlawful to have possession of any alcohol without off-duty law enforcement present for the duration of the event. Proof of employment of officer shall be turned in at least 1 day prior to rental. Officer reserves the right to shut down event at his discretion.
 - c. It shall be illegal to operate motorized vehicles within the boundaries of recreation property except in designated areas.
 - d. It shall be unlawful to build fires except in designated areas.
 - e. It shall be unlawful to conduct public meetings, assemblies, or speeches for any reason without first obtaining a written permit from Recreation Center office.
 - f. It shall be illegal to sell and/or consume illegal drugs or narcotics on recreation property.
 - g. It shall be unlawful to possess and/or discharge firearms on recreation property except duly authorized law enforcement personnel in the performance of their duties.
 - h. It shall be unlawful to use obscene, vulgar, or profane, language and/or gestures on recreation property.
 - i. It shall be unlawful to interfere with any Recreation Director, District Commissioner, Game Official, or employee of the Recreation District, in the discharge of his or her duties or fail or refuse to obey any lawful command of the afore mentioned.
- 6) **LIGHT USAGE:** Light usage must be kept to a minimum. Please do not turn on lights until necessary and schedule all games to end by 10:00 PM.
- 7) **PARKING:** Parking will be allowed in designated areas only. No parking is allowed in area that will deny access to Emergency Vehicles. Tickets will be issued to violators.
- 8) **RESTROOMS AND PRESS BOXES:** Restrooms and press boxes are provided at no charge. These facilities are subject to vandalism and the lessee is responsible for keeping these facilities clean during the activity and locked after use.
- 9) **FORFEITURE OF RIGHTS:** Recreation District No. 3 reserves the right to make lessee responsible for adhering to the above rules and regulations or forfeit the lessee's rights to future use of recreation owned property and/or facilities. Lessee will also forfeit rights if law enforcement is called to take action.
- 10) **DEPOSIT:** A deposit of \$600.00 is required for the entire ballpark. Venissat deposit is \$175.00. The deposit must be cash, cashier's check, or money order. If clean-up is not completed at Ted Lyons, lessee will forfeit \$500.00 of their deposit. If clean-up is not completed at Venissat, lessee will forfeit \$75.00 of their deposit. If keys are not returned within 3 business days, lessee will forfeit \$100.00 of their deposit.

HOLD HARMLESS & INDEMNITY AGREEMENT

The undersigned recreation participant ("Participant") shall defend, indemnify and generally hold harmless Community Center & Playground District No. 3 of Ward 7 of Calcasieu Parish, Louisiana, its parents, subsidiaries, affiliates and each of their respective present and future officers, directors, employees and agents (collectively, "Indemnified Parties") from and against any and all losses, damages, expenses, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, direct costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees) (collectively, "Claims") of any nature whatsoever, whether brought by any individual, business entity, any other person or any third party, including any customer, player or participant, including, but not limited to; Claims arising as a result of bodily injury (including death) to any person, damage to any property, to the extent such Claims relate to this Agreement or any other acts or omissions.

It is the express intent of the Participant the indemnification obligations under this Agreement apply regardless of any degree of fault, omission or negligence or strict liability of the Indemnified Parties and regardless of whether the Claims are alleged or found to be caused by the sole or concurrent negligence of the Indemnified Parties. Participant's indemnification obligations contained in this Agreement are independent of any insurance terms and conditions which may be otherwise provided.

The Participant and Indemnified Parties agree that any legal limitations now or hereafter in effect that affect the validity or enforceability of Participant's indemnification obligations provided in this Agreement are made a part of this Agreement to amend Participant's indemnification obligations to the minimum extent necessary to conform such obligations with the requirements of such legal limitations, and as so modified, Participant's indemnification obligations will continue in full force and effect.