



ATHLETIC FACILITY RENTAL AGREEMENT

Cargill, Southern Hills and Bill Cockrell

Date of Application: _____

REQUESTED BY: _____

EMAIL: _____

CONTACT PERSON: _____

PHONE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

COPY OF INSURANCE RECEIVED: _____ INITIAL: _____

Date of Event: _____ **Time of Event:** From: _____ AM/PM To: _____ AM/PM

Complex(es) Needed: _____ **Rental Charge per Tournament:** \$ _____

This Agreement entered into this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Renter"), who is duly authorized to act herein, and the City of Shreveport, Public Assembly and Recreation (hereinafter referred to as "City" or "SPAR"), herein represented by its Director who is duly authorized to act herein.

WHEREAS _____ desires the use of _____ Sports Complex for recreational activities and/or programs; and

WHEREAS _____ desires the use of _____ Sports Complex as described herein for the purpose of conducting a _____, on the _____ day of _____, 20____ at the rate set forth herein.

NOW, THEREFORE, this agreement is granted subject to the following rules and regulations, and the acceptance and use thereof by the Renter is an agreement to comply with all the terms and conditions herein set forth, together with all the rules of procedure heretofore established by SPAR.

1. FEE SCHEDULE:

Complex	Rental Fee Per Day	Trash Pick Up Fee Per Day
Cargill 1-4	\$140.00	\$100.00
Cargill 7-10	\$140.00	\$100.00
Championship Fields (Cargill 5-6)		
In addition to Cargill 1-4 or 7-10 rental	\$70.00	\$50.00
Standalone	\$250.00	\$50.00
Southern Hills 1-3	\$105.00	\$75.00
Bill Cockrell 1-2	\$75.00	\$75.00
SPAR Staff	Overtime Rate of Employee(s) Working	
Restroom Attendee	Overtime Rate of Employee(s) Working	
Field Work	Overtime Rate of Employee(s) Working	
Field Drying Agent	\$25.00 Per Bag	

For each Complex rented (Cargill 1-4, Cargill 5-6, Cargill 7-10, Southern Hills 1-3 and Bill Cockrell 1-2), one SPAR staff member and two restroom attendees shall be required at the above rate and shall be paid by Renter. However, should the Championship Fields (Cargill 5-6) be rented in addition to Cargill 1-4 or Cargill 7-10, additional restroom attendees shall not be required for the Champion Fields (Cargill 5-6). A SPAR staff member shall still be required for each Complex. Field Work and Field Drying Agent shall be performed on an as needed basis at the request of Renter and shall be paid by Renter at the conclusion of the tournament. All fees (less applicable deposit) are due at the SPAR Athletics Office within thirty (30) days following completion of the tournament. NO payments shall be made to any City employee outside of the SPAR Athletics Office located in Wildwood Park Recreation Center.

SPAR STAFF MEMBER(S): A SPAR Staff member will represent the City’s interest and make the final decision on such issues as playing conditions of the field, curfews, etc. The SPAR Staff will open the gate one hour before the first game unless requested otherwise.

RESTROOMS: Clean restrooms will be provided. The City of Shreveport-SPAR will assign a restroom attendee(s) for the duration of the tournament at the cost of the Renter. The City of Shreveport-SPAR will handle any plumbing problems.

FIELD PREPARATION: Before the field rental begins, the field will be prepared to play. This includes mowing the grass, striping the lines, dragging the field, placing of bases, etc. Any additional field work shall be at the expense of Renter.

TRASH PICK UP: City of Shreveport-SPAR crews will empty daily. User groups/individuals are strongly encouraged to remind their participants to use receptacles provided and not throw trash on the ground.

OFFICIALS: SPAR does not provide officials/umpires.

PRACTICE TIME: Prior to the tournament, Renter may rent fields for practice time. Renter shall pay \$25 per field, per day. In addition, for each Complex in which a field is rented one SPAR staff member shall be required at the above rate and shall be paid by Renter. Practice time is based on availability of the fields and will be scheduled at SPAR's sole discretion.

2. DEPOSIT:

A \$100.00 NON-REFUNDABLE deposit for each complex is required at the time the tournament is scheduled. Cargill 1-4, Cargill 5-6, Cargill 7-10, Southern Hills 1-3 and Bill Cockrell 1-2 are considered separate complexes for the purposes of this contract. The deposit is NON-REFUNDABLE unless canceled due to circumstances beyond SPAR's control (ex: weather, loss of electrical power, etc.).

There will be NO changing of tournament dates with other teams. If you cannot use the date assigned, the tournament will be canceled.

3. MANDATORY COMMUNICATION:

The Renter is required to contact the SPAR Athletics Office by the Monday prior to the rental date. The Renter must submit their completed Field Set-up by 3:00 pm the Monday prior to their rental date. Starting times, number of fields, base and pitching distances (youth tournaments) and number of teams must be turned in to the SPAR Athletics Office no later than the Monday prior to the tournament. No Games shall start after 10:00 pm. Games in progress prior to 10:00 pm shall be allowed to finish. If Renter fails to communicate with SPAR, the tournament may be cancelled at SPAR's discretion. Issues related to inclement weather, schedule, etc. may be discussed.

4. PORTABLE MOUNDS:

Cleats are not permitted on the portable mound.

5. RAIN OUT POLICY:

SPAR staff will consult with Renter before calling the tournament. However, SPAR shall make the final decision whether or not to call a tournament. Player safety is the primary consideration.

Once SPAR staff begins working on the fields they will be charged for the day's play on the fields.

6. INCLEMENT WEATHER POLICY:

There must be a plan of action that allows for speeding up play or shortening the total number of games to be played in case there are long delays in scheduled games. The written plan must be turned in with a tentative schedule by the Monday before the tournament. SPAR reserves the right to determine when the field is playable. Under no circumstances is the field to be used for play when SPAR staff has determined that the conditions are unsafe for users or possibly harmful to the fields.

7. LIGHTNING POLICY:

If thunder is heard or lightning is seen, a mandatory game delay of 30 minutes will be enforced. All players, coaches, officials, and guests must leave the park and seek shelter in their vehicles. Staying in the dugout, standing under the pavilion, or near the fields will not be allowed. The park will reopen 30 minutes after the last lightning strike. All are strongly encouraged to remain in their vehicles until the “all clear” has been given and the park gates are reopened.

8. INJURIES AND MEDICAL EMERGENCIES:

Athletic trainers and medical staff of any kind are NOT provided by SPAR. Renter along with coaches and parents are ultimately responsible for properly handling all injuries and medical emergencies that may occur during the tournament. SPAR strongly encourages Renter to have an emergency action plan and provide a trained medical professional or someone with CPR, 1st Aid, and AED training to be on site at all times to oversee all injuries and emergencies.

9. YOUTH SPORTS COACHES:

SPAR strongly encourages all youth sports organizations to require national background screenings on all coaches. It is the responsibility of the organization renting the park to oversee all aspects of approving or denying any coach.

10. VENDORS/ON-SITE SALES:

SPAR must approve all vendors and reserves the right to determine the location of the vendor and discontinue vendor sales if necessary.

11. INSURANCE REQUIREMENTS/INDEMNITY:

The renter (at his/her own expense) shall be required to provide and maintain proof of Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000.00) with the City of Shreveport named as an Additional Insured and include a waiver of subrogation. Coverage shall be in effect at all times during the term of the Agreement and tournament dates. No substitutions or changes to insurance requirements will be allowed. The Certificate of Insurance is due in the

Athletics Office no later than five (5) days prior to the scheduled tournament. Failure to comply with any provision of this section shall result in cancellation of the tournament.

Renter undertakes, agrees and does hereby indemnify, defend and hold City, its officers, agents and employees harmless against any and all claims, demands, suits, damages and expenses (including reasonable attorney's fees for the defense thereof) arising from personal injuries or death to any person arising out of Renter's performance of this Agreement. Notwithstanding the foregoing, Renter does not, by this indemnification and hold harmless clause, indemnify or hold City harmless against damages, personal injury or death occasioned to any person as a result of (i) the negligence, misconduct, act or omission of City, its agents or employees, or (ii) the breach of any provision of this Agreement or acts or occurrences outside the scope of Renter's authority under this Agreement by City, its agents or employees.

12. CHOICE OF LAW/VENUE:

This Agreement and its interpretation and performance shall be governed, construed and regulated by the laws of the State of Louisiana without regard to principles of conflict of laws.

The parties hereto stipulate that the venue of any possible litigation arising under this Agreement shall be in the First Judicial Caddo District Court, Caddo Parish, Louisiana.

13. ADHERENCE TO ALL LOCAL, STATE, & FEDERAL LAWS:

Alcoholic beverages shall NOT be sold, possessed or consumed in any City Parks. Smoking is prohibited in all City Parks. Renter shall ensure all coaches, players, and guests adhere to all applicable local, state, and federal laws. City Park Rules are attached hereto for your review.

WITNESSES:

CITY OF SHREVEPORT-SPAR

BY: _____

Print Name: _____

Print Name: _____

Print Name: _____

WITNESSES:

RENTER

BY: _____

Print Name: _____

Print Name: _____

Print Name: _____

Office Use Only:

Approved: _____ Denied: _____ Athletics/Division Manager: _____

Method of Payment: Cash: _____ Check #: _____ Credit Card #: (last four) _____

Exp. Date: _____ COI Received? ___ Yes, Agreement Attached? ___ Yes, Receipt Number: _____