Centennial Park Field Rental Application & Agreement

Village of Heyworth
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THE VILLAGE OF HEYWORTH
CENTENNIAL PARK FIELD RENTAL APPLICATION & AGREEMENT

The Village's Centennial Park was primarily established for the use and enjoyment of its citizens; however, the Village also coordinates the usage of the Park fields and facilities with the Heyworth School District and the Heyworth Summer League. The intent of this application and agreement is to also provide rental access to the Park and its facilities for other organizations subject to priority access to the Heyworth School District and the Heyworth Summer League. **Applications must be received at least 30 days prior to the rental date(s) requested.** Completed applications may be sent via email to villagehall@heyworth-il.gov or mailed to or dropped off at the Heyworth Village Hall. To view the Park usage reserved times and available dates, visit the calendar for Centennial Park field usage at www.heyworth-il.gov/forvisitors/parks&recreation/centennialpark.

Organization Information:

Name of Organization:_____ **Date:**_____

Contact Person/Responsible Party Name:_____

Address:_____ **Phone #**: ( )_____-_____
Street Address

_____ **Alt #: ( )**_____-_____
City, State, Zip

Email:_____

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1. What is/are the date(s) you want to rent the fields at Centennial Park? _____
_____

2. Start time(s):_____ End time(s):_____

3. Field(s) Requested (see map): _____
Field 1, Field 2, Field 3, Field 4

4. Reason for Rental? (i.e. games and/or practices) _____

5. Estimated Attendance (i.e. 50-100, 100-150, etc.)_____

6. Please provide a Certificate of General Liability insurance naming the Village as an additional insured with limits not less than $1,000,000 per occurrence and $2,000,000 Aggregate or Personal Injury. See the Centennial Park Rules, Procedures, and Rates for further information.

CENTENNIAL PARK RULES, PROCEDURES AND RATES

The Village of Heyworth offers its 4 baseball and softball fields at Centennial Park for rent. The following details rules, procedures, and rates related to those rentals.

GENERAL RULES AND REGULATIONS

1. The applicant, his/her organization, and its members are bound by policy of the permits, its' terms and conditions, and regulations and ordinances pertaining to the use of the of the Village parks.

2. The Village of Heyworth does not assume any liability for property lost or stolen on the park premises, or for personal injuries sustained on the premises during facility reservation, and the reserving organization agrees to indemnify and hold the Village harmless per the Acknowledgement terms hereinafter stated.

3. No gambling, lotteries or raffles shall be performed, or liquor brought or consumed upon the premises or be in the possession of any member of the party unless approved by the Village. By executing this application, you agree that violation of this provision shall result in automatic revocation of all rights hereunder and the forfeiture of all fees.

4. The reserving organization will be responsible for and will pay any damage to the Village property arising out of the use of said facility pursuant to this Agreement.

5. Once a rental has been approved, an approved copy of this application that is signed by the Village will be issued and will serve as your permit. A copy of this permit must be kept with the organization on site during reserved times. Those individuals with approved permits will have priority over facility usage.

6. All organizations or individuals using facilities will be responsible for any set-up that they may require and be held responsible for cleanup of the facility after usage. Chalk and rakes can be made available upon request for usage on the Village field rented. Failure to cleanup up after usage may lead to withholding of the deposit and additional charges.

7. The Park closes at 10:00 p.m. unless otherwise specifically authorized by the Village.

8. Cancellation of events due to safety or field conditions shall be determined by the Village.

9. If the Park attendance is expected to exceed the capacity of on-site facilities or no such facilities exist at the site for a given date, the permittee must provide portable, temporary toilets with sufficient capacity to accommodate anticipated attendance.

10. Equipment and items owned by the organization must be removed from the facility within 10 days of program completion. Deposits will not be returned until after these items are removed. Failure to remove may lead to disposal of those items and be at the cost of the organization.

USAGE PRIORITY

To keep in line with the original intent for the Heyworth Parks and usage of the fields, as well as be consistent in granting usage, the following is intended to identify priority usage for scheduling and reservations of the fields:

1. Heyworth Community School baseball and softball programs
2. Heyworth Summer League recreational youth baseball
3. Other Heyworth based, non-profit organizations, including, but not limited to, you and/or adult athletic leagues, scouts, church groups, service clubs, civic associations, traveling teams, etc.
4. Other Rental Groups (if space is available)

FIELDS

The Village has 4 baseball and softball fields that are labeled as Fields 1-4. See the attached map for the labeling of each field. Each field is also labeled at the Park and has the following descriptions and approximate dimensions:

Field 1: Description of dimensions and facilities. 200’ to right field, 200’ to center field, 200’ to left field

Field 2: Description of dimensions and facilities. 170’ to right field, 170’ to center field, 170’ to left field

Field 3: Description of dimensions and facilities. 310’ to right field, 360’ to center field, 310’ to left field

Field 4: Description of dimensions and facilities. 250’ to right field, 250’ to center field, 240’ to left field

FEES

Rental & Deposit Fees

The rental fee and deposit fee **for each field** shall be as follows and shall be limited to the timeframes established in the approval:

$25.00 for each practice/tryout session (up to 3-hour rental) + $25.00 deposit fee

$50.00 for each game + $50.00 deposit fee

$150.00 for tournaments (per day) + $150.00 deposit fee

Deposit fees will only be retained if the applicant or organization does not fulfill obligations under this Agreement, such as not cleaning up after usage or for damages. Additional charges may apply if the deposit is not sufficient to cover any such violations or damage. Any remaining deposit fees remaining will be returned after verification of all conditions contained herein have been met or may be reused as a future deposit if requested by the applicant.

Miscellaneous Fees (i.e. damage to facilities)

The applicant and affiliated organization shall be responsible for any damages resulting from the rental except for normal wear and tear damage. Any fees resulting from such damage shall be itemized and submitted to the applicant and such fees shall be paid within 30 days of submittal.

Any fees that were billed and not paid by the reserving organization or applicant will result in legal actions to collect the fees and the and the applicant and reserving organizations shall be responsible to pay any additional costs incurred by the Village to pursue the collection of the fees, which may include, but are not limited to, attorney's fees and costs of suit. The applicant and reserving party will also be precluded from future rentals at Centennial Park.

Cancellations/Refunds/Inclement Weather

The Village reserves the right to determine the playability of fields, including for emergency, vandalism, inclement weather or any other safety reason. If a field is determined to be unplayable before a reservation begins, the affected party may reschedule at no additional cost or receive a full refund. The organization's contact person will be notified of any decision by the Village to cancel play.

In the event of inclement weather where an activity is cancelled during play, no refund or rescheduling will be provided.

Reservations cancelled at least 90 days prior to the reserved date shall receive 100% refund.

Reservations cancelled at least 30 days prior to the reserved date shall receive a 50% refund.

No refunds shall be provided if cancelled less than 30 days prior to the reserved date.

Insurance

The Village requires all user groups to provide a certificate of liability insurance, naming the Village as an additional insured, that is a General Liability Insurance policy with limits of not less than $1,000,000 per occurrence and $2,000,000 Aggregate or Personal Injury and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and shall not be endorsed to exclude claims arising from athletic participation. The insurance policy shall not be suspended, canceled, voided, reduced in coverage, or in limit except after thirty days prior written notice has been given by the Village

ACKNOWLEDGEMENT

I, _____, (full name printed) swear or affirm under penalty of law that: (i) I am at least 21 years of age, (ii) that I have lawful authority to act on behalf of the organization or persons making this request, (iii) that I have read and understood all of the conditions and questions in this Application and the Park rules of the Village, (iv) that all of the foregoing information and statements submitted in this Application are true and correct to the best of my knowledge, and (v) that all responses to the questions are full and complete, omitting no material information.

I understand and acknowledge that completing, signing, and submitting this application and agreement is a request until it is approved and required fees are paid, after which this request becomes a **CONTRACTUAL AGREEMENT.**

I hereby agree that I will inform the necessary parties subject to this application and agreement of these requirements and that our group that is subject to this application will abide by these requirements.

I understand that submitting this application and request is NOT a guarantee of availability or approval. The Village hereby reserves the right to deny any rental for any lawful reason.

I understand and acknowledge that if any damage results from our usage of the Park, that I will be responsible for all costs associated with that damage, including, but not limited to, any reasonable costs for repair or replacement for such damage as deemed appropriate by the Village, and any and all costs to pursue recovery of those damages incurred by the Village if necessary, including, but not limited to, attorney's fees and costs of suit.

The undersigned applicant also agrees to indemnify and hold the Village of Heyworth harmless from any losses, claims, damages, liabilities, and related expenses (including the fees, charges and disbursements of any counsel or consultant for the Village) incurred by the Village or asserted against the Village by the undersigned or any third party arising out of, in connection with, or as a result of (i) the information submitted by applicant for this Application, (ii) the processing of this Application, (iii) the issuance or denial of rental, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the applicant, and regardless of whether the Village is a party thereto in consideration of the Village allowing me to rent Centennial Park.

I further agree to provide written notice to the Village of Heyworth of any material change in the information contained in the original application as soon as practicable, but in no event less than 30 calendar days of such change (e.g. address, telephone number, etc.)

_____ _____

Signature of Applicant Date

FOR OFFICE USE ONLY:

Date Received**:** ____/_____/_____ Received By: _____

Village Approval: Y or N Fee Amount Received: $_____

Rental Date(s) Approved: _____/_____/_____ Rental Time(s) Approved:_____

Field(s) Rented: _____