



**CITY OF TEXARKANA, TEXAS
PARKS & RECREATION DEPARTMENT
BASEBALL/SOFTBALL FIELD RENTAL AGREEMENT 2019**

COSTS:

Tournaments

1 field \$100.00
2 fields \$200.00
3 fields \$300.00
4-5 fields \$400.00

Games or Practice

Baseball/Softball game or practice \$20.00

Refundable deposit(s) are required to reserve fields for Tournaments

I, (name) _____ representing _____, being 18 years of age or older, do agree to rent the baseball/softball fields listed below from the City of Texarkana, Texas. I also agree to abide by all the aforementioned rules and regulations.

I am reserving field number(s) _____ at _____ Park for the following dates:
_____ 2019.

My deposit will be refunded to me once the facility has been cleaned of any debris or any damages repaired. Refund must be picked up at the Park Office or may be mailed on request. My copy of this agreement will serve as my receipt.

Printed Name _____

Pitching Distance: _____

Address _____

Base Distance _____

Phone Number _____

FOR OFFICE USE ONLY:

Amount Deposit Paid _____ Date _____

Seller _____

Amount Fee Paid _____ Date _____

Seller _____

SPORTS FIELD RENTAL- RULES AND REGULATIONS:

1. All tournament or game reservations must be made and pre-paid fourteen (14) days in advance. Initials: _____
2. Rain checks or refunds will be available during times of inclement weather. During times of inclement weather, all play/use will be cancelled immediately. Any continued use of the facility which results in damage to the facility, will result in loss of deposit and/or banishment from future field use. Initials _____
3. All Park and Recreation rules and ordinances will be strictly enforced. The Director of Parks and Recreation or his designee has the authority to enter on to the facility at any time for any reason. **The Director of Parks and Recreation or his designee has the authority to cancel play/use at any time without warning. Fund raising activities are allowed on park property only when the event is co-sponsored by the City.** Initials: _____
4. By reserving the facility, user is responsible for actions of all participants during the event. User understands that city ordinances and park rules must be followed by all participants. Violators are subject to citation by local authorities and banishment from the facility. Listed are some of the rules that apply to all complexes:
 - a. **Baseball/Softball Complexes are non-smoking facilities.** Initials: _____
 - b. **No outside food, drinks, or ice chests may be brought into the complex.** Initials: _____
 - c. **No pets are allowed inside the complex.** Initials: _____
 - d. **Absolutely no alcoholic beverages are all allowed in the complex.**Initials: _____
 - e. **No vehicles are allowed inside the complex except for deliveries.**
Initials: _____
5. Any undue damage to fields or facilities will result in loss of deposit and/or banishment from future field use. Initials : _____
6. Unless otherwise approved by the Director of Parks and Recreation, all play must end by 11:30 p.m. Initials: _____
7. All tournaments will be sanctioned by a respected softball or baseball organization (ASA, USSSA, FASA, etc.) unless approved by the Director of Parks and Recreation. **Initials:** _____

The undersigned Applicant / Sponsor agrees and acknowledges:

To defend, indemnify, and hold harmless the City, its officers, employees, agents, and representatives, against all claims of liability and causes of action resulting from injury or damage to persons or property, including death, arising out of the special event or public amusement, **even if the City, or its officers, employees, agents, and representatives, are allegedly or found to be negligent or otherwise liable or legally culpable in whole or in part for such injury or damage,** said indemnification to include the amounts of such claims and the costs of defending against same (including expenses, court costs, and reasonable attorney's fees);

To clean up the city property and restore the property to the condition that existed prior to the special event or public amusement; Initials: _____

To fully reimburse the City for any city resources expended before, during, or after the special event or public amusement to handle any matter related to the special event, including time spent by city personnel, city equipment, or other city resources, with the fee to be determined by the City Department. Initials: _____

By signing I acknowledge that I agree to the terms stated. I understand that the rules listed in this agreement are not all inclusive and that other Park Rules or City Ordinances may apply.

Signature: _____ Representing: _____
Date Signed: _____