



City of Knox Park and Recreation Board

Wythogan Park Softball/Baseball Field Usage Agreement

City of Knox Parks and Recreation Department
101 W. Washington St
Knox, IN 46534
574-772-3032
www.cityofknox.net

Date of Agreement: _____

Name (RENTER hereinafter) _____

In consideration of mutual covenants herein after contained, the parties agree as follows;

1. The Board approves and permits the exclusive usage of Wythogan Park Ball Diamonds by the Renter for the purpose of conducting a baseball/softball event on the following dates:

2. The renter agrees to pay, one week in advance of the scheduled event, unto the City Clerk \$125 per field, per day. The field(s) will not be reserved or prepared without payment in full and a completed agreement.
3. The Board agrees to prepare each field rented (machine dragging and lined) once per day before the start of your event. Desired field preparation (dragging and lining) in addition to what is provided in the fee structure is assessed at a rate of \$25 per field, per occurrence. Also the renter agrees to pay \$25 per hour for use of field lighting.
4. A security deposit of \$100 will also be required at the time of the rental agreement. The security deposit will be held and returned once the event concludes, and if the facility is free of trash and no damage is determined by staff. The security deposit refund will be issued by check from the City of Knox, no more than 14 days after the Board approves at their next scheduled meeting.
5. The Renter agrees to comply with all rules and regulations of the Board. Said rules and regulations shall include those formally adopted by the Board as well as all statement admonitions communicated by an employee of the Board. The Renter and the Board each agree to be responsible for taking all reasonable actions to ensure the safety of the persons and property of all participants in the events during the rental period, including but without limitation, employees, participants associates, guests, spectators and any members of the public in attendance at any of the events being held by the Renter at the Facility.
6. The Renter shall defend and indemnify, and hold the City of Knox, the Board, it's Officers, employees and agents harmless from and against any and all liability loss, expense (including reasonable attorney fees) or claim for injury or damages arising out of the performance of the agreement but only in proportion to and to the extent such liability, loss, expense, attorney fees

or claims for injury or damages are caused by or result from the neglect or intentional acts or omissions of the Renter, its Officers, agents, or employees in conjunction with the events being held by the Renter at the Facility.

7. The Board shall defend and hold the Renter, its Officers, employees and agents harmless from and against any and all liability loss, expense, (including reasonable attorney fees) or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Board, its Officers, agents or employees in conjunction with the events being held by the Renter at the Facility.
8. The Board requires the Renter to provide a certificate of insurance for said event. The certificate of insurance must list the City of Knox, the City of Knox Park and Recreation Department and their Board as additionally insured; and a minimum of One-Million Dollars (\$1,000,000) per occurrence and One-Million Dollars (\$1,000,000) aggregate limit. The coverage must be submitted to The City of Knox Clerk Treasurer's Office no less than five (5) working days prior to the scheduled event.
9. The Board's liability under this agreement and for any other claim, including claims in tort, resulting from the use of the facilities is limited to a refund of the rental fee. Renter waives all claims and damages except to the extent of the rental fees.
10. No person, firm or corporation shall be permitted to vend or dispense any alcoholic beverages at the facility or event for which any part of the facilities of the Board is being rented. It is a Board policy that all open containers of alcoholic beverages are prohibited on park premises.
11. If the Renter wishes to cancel the event and receive a refund of rental fees, the Renter must sign a refund claim at City Hall. The Renter will receive a full refund if cancellation occurs prior to 90 days of the event, 50% will be refunded if cancelled 60 days before an event, and no refund will be given within 60 days of the event. No cancellations will be accepted over the phone. The claim is submitted to the Clerk's Office for Board approval at its next regularly scheduled monthly meeting. If approved, the Renter will receive a check, issued by the City of Knox, through the mail approximately 14 days after the written claim is approved. Cancellations due to inclement weather conditions determined by staff on behalf of the Board will result in 100% refund of the facility rental fee for the first day of the cancelled event. Should additional days result in cancellation due to weather, determined by staff, the Renter shall receive a full refund of each additional day.

Signature of Renter

Date

Signature of City Official

Date

RENTER INFORMATION

Contact Name: _____
 Organization: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____

TOURNAMENT DATES _____ SPORT: _____
 START TIMES: _____ FINISH TIMES: _____
 PITCHING DISTANCE: _____ BASE DISTANCE: _____
 INSURANCE POLICY PROVIDED: _____
 ADDITIONAL DETAILS:

PAYMENT INFORMATION

TOURNAMENTS

Field	Daily	Days	Total
Field # 1	\$125 @	_____	_____
Field # 2	\$125 @	_____	_____
Field # 3	\$125 @	_____	_____
Field # 4	\$125 @	_____	_____
Field # 5	\$125 @	_____	_____
Field Total			_____

PRACTICES 1.5 hrs \$20/Games 2 hours \$40

Field	Daily	Days	Total
Field # 1	\$_____ @	_____	_____
Field # 2	\$_____ @	_____	_____
Field # 3	\$_____ @	_____	_____
Field # 4	\$_____ @	_____	_____
Field # 5	\$_____ @	_____	_____
Field Total			_____

Light	Fri Hrs	Sat Hrs	Sun Hrs	Total	Rate	Total
Field #2	_____	_____	_____	_____	@25	_____
Field #3	_____	_____	_____	_____	@25	_____
Field #4	_____	_____	_____	_____	@25	_____
Light Total						_____

Deposit
 \$100 required Refundable upon Park Inspection Deposit _____

Additional Maintenance
 Drag/Reline _____ @ \$25 Maintenance Total _____
 Total Due _____