

**CITY OF WINDSOR HEIGHT
BALL FIELD
RENTAL AGREEMENT**

Hourly Recreational Ball Field

HOURLY RENTAL FEES

<u>FEES</u>	<u>NON RESIDENT</u>	<u>RESIDENT</u>
1 HOUR RENTAL	\$25.00	\$20.00
2 HOUR RENTAL	\$40.00	\$35.00
3 HOUR RENTAL	\$60.00	\$55.00

6% sales tax applies

RENTER'S NAME: _____ PHONE #: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP _____

EMAIL ADDRESS: _____ DATE RESERVATION MADE: _____

Rental Date: _____ Event Description: _____

Rental Time Begins: _____ Rental Time Ends: _____

Hourly Recreational Rentals

Rental Payment Policy:

- A HOLD FEE of \$25.00 is required with every "hourly recreational" rental.
- The total rental amount is due 15 days prior to the rental date. If the rental date occurs within 15 days of the reservation request, full payment is required for reservation confirmation.
- When the ball field is rented in combination with the Community Events Center, the Community Event Center agreement and payment policy applies.

Reservation Change/Cancellation Policy:

- All reservations are received on a first come basis and processed accordingly. A HOLD FEE/rental payment and a signed rental agreement are required to confirm all reservations. Any change requests to an established reservation, must be made a minimum of 15 business days in advance of the rental date and will carry a fee of \$10 for each change.
- If a cancellation is requested ≤15 business days from the rental date, no rental fees will be reimbursed to the renter.
- If a cancellation is requested >15 business days from the rental date, the renter will receive a full refund of fees excluding the \$25.00 HOLD FEE and/or any fees associated with change requests.
- Inclement weather cancellation policies do not apply to "Hourly Recreational" rentals and only apply to "Session Rental" rentals.

Damage Deposit Required:

- A damage deposit of \$100, (a separate check not included in the total rental fees) will be required on every rental and will be due no later than 15 business days prior to the rental date.
- The damage deposit may be dedicated for the reimbursement of any damages incurred to the facility or failure to meet the cleaning requirements.
- Renter will be charged a minimum of \$50. *Charges are based on ½ increments and 1.5 times the employee’s hourly rate for the time required to repair, clean, etc.*
- The damage deposit check will be returned/or shredded if the field and facility are left in satisfactory condition or in the event the Department must cancel the field rental due to uncontrollable circumstances.

Alcohol Policy:

- It is unlawful to dispense or consume all alcoholic liquor, except single-serve beer and wine coolers, within or about any rental facilities under the authority of the City of Windsor Heights Park and Recreation Department. No keg beer is allowed per city of Windsor Heights ordinance. All such items will be confiscated.
- Renter is responsible for the behavior of their guests and Renter must ensure all people in attendance abide by the Windsor Heights rental agreement.

Noise Policy:

- Amplified and/or loud music will not be allowed. Complaints of amplified or loud music will result in the renter’s immediate removal from the facility.

Cleanliness Policy:

- Renter agrees to clean the ball field area after the event and bring the facility back to the original condition. All trash and personal items must be removed directly following the event.

The renter shall indemnify and hold harmless the City of Windsor Heights, it’s officers, agents and employees, from and against any and all loss, liability or damage arising out of renter’s use of the facility, including all costs, expenses and attorney fees incurred in defending any claims arising out of the use thereof, except to the extent that the injuries or damages resulting in such losses or liabilities arise by reason of the negligence of the City of Windsor Heights, their successors or assignees.

The renter takes the facility as renter finds it and voluntarily assumes all risk of loss, damage, or injury (including death), that may be sustained by renter or any property of any of the undersigned while in, on or upon said facility.

The renter shall fully comply with all applicable state laws, City ordinances and rules applicable to the use of the facility. Smoking is prohibited on playgrounds and in park shelters located on City property, including adjacent areas within 50 feet of playgrounds and park shelters (in compliance with the Iowa Smoke free Air Act).

- *The City of Windsor Heights reserves the right to cancel/reschedule the rental due to inclement weather or poor field conditions.*
- *The City of Windsor Heights reserves the right to refuse the rental of the facilities.*
- *The renter shall be responsible for any and all damage to the facility occurring during the term of the rental.*

THIS RESERVATION IS NOT CONFIRMED UNTIL COMPLETED FORM AND REQUIRED PAYMENTS ARE RECEIVED.

Renter’s Signature _____ Date _____