

# HEARTLAND PARK BALLFIELD COMPLEX RENTAL AGREEMENT

The RENTER agrees to be responsible for all rules listed below and agrees to provide adequate on-site supervision for all events, and provide the St. John Parks Department with their name and contact information.

### **Alcohol**

Alcoholic beverages are not allowed in the park or in the parking lot area. RENTER is responsible for the behavior of their guests and RENTER must ensure all people in attendance abide by the Town of St. John rental agreement.

### **Cancellation Policy**

The St. John Parks Department reserves the right to cancel any rental or restrict access to fields due to severe weather, poor playing conditions or poor field conditions due to weather. User groups will not be issued refunds for cancellation. Credit towards another date will be given if cancellations are done with at least 72 hours notice. No refunds for unused credits. Weather related cancellations and credits can only be authorized by the St. John Parks Department.

#### **Certificate of Insurance**

A Certificate of Insurance naming the Town of St. John as "additional insured" is required from all organizations with minimum liability coverage of \$1,000,000. Applications for organizations will not have final approval without this certificate. The RENTER shall carry and maintain all insurance coverages as are necessary and appropriate for use of the facility.

# **Cleanliness Policy**

RENTER agrees to clean the ball field area after the event and surrounding premises. All trash and personal items must be removed directly following the event. Trash is to be placed in receptacles or designated areas. All maintenance concerns will be addressed between the St. John Parks Department and the RENTER. Reasonable accommodations will be made.

#### Concession

Rental does not include concession stand. St. John Youth Baseball reserves all rights to the concession stand. All outside vendors are subject to approval by St. John Parks Department.

## Damage, Lost/Stolen

The RENTER shall be responsible for any and all damage to the facility occurring during the term of the rental. It will be the RENTER'S responsibility to maintain, store, remove and repair any of their own property. St. John Parks Department will not be responsible for lost, stolen or damaged equipment. Destruction of property will result in RENTER paying for all repairs or replacements that are needed and may result in legal action.

**Fees** All fees must be paid in full prior to field usage. Fees not paid will cancel the field reservation.

<u>Fields</u> Any adjustments that are needed must be stated at least 2 weeks before practice or game.

Field 1	185ft Sides & 225ft Centerfield	60ft, 65ft, 70ft Bases	Portable Pitching Mound
Field 2	190ft Sides & 225ft Centerfield	60ft, 65ft, 70ft Bases	Portable Pitching Mound
Field 3	190ft Sides & 225ft Centerfield	60ft, 65ft, 70ft Bases	Portable Pitching Mound
Field 4	240ft Sides & 300ft Centerfield	70ft & 80ft Bases	Portable Pitching Mound
Babe Ruth	310ft Sides & 365ft Centerfield	90ft Bases	60ft Pitching Rubber

**Noise Policy** Amplified and/or loud music will not be allowed.

# **Lightning Prediction & Warning System Guidelines**

A lightning system is located at Heartland Park. The system is designed to provide an advance warning of the threat of lightning within the park. When the system detects the probability of a lightning hazard, the **warning horn** will sound for a **15-second period**.

When the warning horn sounds, park patrons should do the following:

- 1. Stop all activity, including recreation activity, and clear the park immediately or seek proper shelter.
- 2. Park patrons should NOT return to the park or move out of shelter until the ALL CLEAR SIGNAL (3 short horn blasts) is given.
- 3. Cancel any games or activities if the **ALL CLEAR SIGNAL** does **NOT** sound after **30 MINUTES**. This would indicate that dangerous weather is still in the area.
- 4. Avoid open areas, water, elevated areas, dugouts and fencing, use of cellular phones, metal objects, isolated trees, overhead wires and power lines.

RENTER is expected to comply with the above procedures when the lightning prediction system is activated indicating a threat of lightning. All adults must act responsibly and serve as an example to younger park patrons. Failure to comply may result in an individual or supervisor of individuals (ie. Team coaches, group leaders, etc.) to be subject to a fine not to exceed \$250.00 (Ordinance 1685).

Schedule RENTERS must provide schedules prior to the event and notify the St. John Parks Department of any

changes immediately.

<u>Vehicles</u> Vehicles are not allowed on roads and paths leading to the complex without prior approval from the St.

John Parks Department. Parking in designated areas only. No exceptions.

# HEARTLAND PARK BALLFIELD COMPLEX INDEMNIFICATION & RELEASE

The RENTER shall indemnify and hold harmless the Town of St. John, its 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.

The RENTER takers the facility as renter finds it and voluntarily assumes all risk off 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, Town ordinances and codes, including Code 15-22, and rules applicable to the use of the facility.

RENTER MUST HAVE A COPY OF APPROVED PERMIT WHEN USING THE FACILITY.

"The undersigned agrees to be responsible for his/her group or organization and will adhere to all town ordinances and park department rules and regulations.

I have read and fully understand the above rental agreement and indemnification and release. I fully understand that this is a release of all claims and I agree to follow all rules and regulations.

Signature	Date

# HEARTLAND PARK BALLFIELD COMPLEX RESERVATION APPLICATION

NAME:				TEAM/ORGANIZATION:					
ADDRESS:									
CITY:				STATE:			Z	IP:	
PHONE(S):	PHONE(S): CELL HON		НОМІ	1E		WORK			
EMAIL:									
DATE:	in 2 have in			TIME(S	5):				
*Reservations	are in 2-nour inc	rements or per day o	nıy						
FIELD(S) REC	QUESTED:	Heartland Field Heartland Field Heartland Field Heartland Field Heartland Babe	#2 #3 #4						
Field 1 Field 2 Field 3 Field 4 Babe Ruth	185ft Sides & 225ft Centerfield 190ft Sides & 225ft Centerfield 190ft Sides & 225ft Centerfield 240ft Sides & 300ft Centerfield 310ft Sides & 365ft Centerfield			60ft, 65ft, 70ft Bases 60ft, 65ft, 70ft Bases 60ft, 65ft, 70ft Bases 70ft & 80ft Bases 90ft Bases			Portable Pitching Mound Portable Pitching Mound Portable Pitching Mound Portable Pitching Mound 60ft Pitching Rubber		
IS THIS RENTAL FOR A PRACTICE(s)			or	GAMES(s)		?			
VALID CERTII	FICATE OF INSUI	RANCE IS REQUIRED	FOR O	RGANIZ	ATIONS & L	EAGUE PLA	<b>Y.</b> Please a	ttach to this applica	ation.
responsible f	for his/her grou	PY OF APPROVED p or organization a al agreement and re	nd will	adhere	to all town	n ordinance	s and parl	k department rules	s and
Signature						Date	<u></u>		
<mark>FOR DEPART</mark> FIELD RENTA		<u>(</u> : DUR FEE: \$125 L DAY FEE: \$450	*fee	s are pe	r field				
Hourly Rental Fee (# of 2 Hour Blocks) x #		x #	of Fields		х \$125		\$	_	
or Per Full Day	Rental Fee (\$45	0)						\$	_
TOTAL DUE:								\$	-
Approved b	y:					Date:			_