

## Field Rental Agreement

This Field Rental Agreement is entered into between the **CANFIELD BASEBALL CLUB** (herein "the CBC") of 5611 Shields Road, Canfield, Ohio 44406 and the undersigned **RENTER** for the use of those baseball/softball fields described herein on the terms and conditions set forth below.

1. **Renter.** The Renter is identified as being:

Name of Organization (if any) \_\_\_\_\_

Name of Individual \_\_\_\_\_

Address of Individual \_\_\_\_\_

Telephone Number \_\_\_\_\_

The Organization and the Individual identified above agree to be jointly and severally liable for all payments and obligations due under this Field Rental Agreement and are collectively referred to herein as the "Renter".

2. **Date of Event.** This Field Rental Agreement shall provide for the use of the fields indicated herein for the following days (herein the "event"): \_\_\_\_\_

3. **Fields to be Rented.** The CBC shall provide and the Renter shall be entitled to use the following fields on the dates set forth herein for the use specified. Indicate "Baseball" use and "Softball" use. Also indicate distance to pitching rubber and distance between bases for each field. Any changes required during the event shall be subject to the Conversion fees set forth in paragraph 9 below.

Field No. 1 \_\_\_\_\_

Field No. 2 \_\_\_\_\_

Field No. 3 \_\_\_\_\_

Field No. 4 \_\_\_\_\_

Field No. 5 \_\_\_\_\_

Field No. 6 \_\_\_\_\_

Field No. 7 \_\_\_\_\_

Field No. 8 \_\_\_\_\_

Field No. 9 \_\_\_\_\_

Field No. 10 \_\_\_\_\_

Field No. 11 \_\_\_\_\_

4. **Field Conditions.** The CBC reserves the right in its sole and absolute discretion to determine the weather any or all of the above indicated fields are in playable condition at any given time. The determination of the CBC shall be final.

5. **Field Rental Fees.** The Renter shall pay to the CBC the sum of \$300.00 per weekday for the use of the fields from 4:00 p.m. to 10:00 p.m. and \$600.00 per each weekend day for the use of the fields from 9:00 a.m. to 10:00 p.m. (For example, the total fees for the rental of the fields for a weekend tournament beginning Friday afternoon and ending on Sunday would be \$1,500.00.)
6. **Light Fees.** The Renter shall pay to the CBC the sum of \$50.00 for each game played using the CBC's field lights. Any portion of a game played using the CBC's field lights shall constitute a full game for purposes of this provision. A minimum fee of \$50.00 shall be paid for each field on which the lights are turned on at the request of the Renter regardless of whether a game is actually played.
7. **Field Maintenance Fees.** The Renter shall pay to the CBC the sum of \$300.00 per day for the preparation and maintenance of the fields. The CBC shall rake and line each field prior to the first game to be played on a given day and after every third game played on a particular field thereafter. This Field Maintenance Fee applies, in full, whether fields are rented on weekdays or weekend days.
8. **Field Conditioner.** The Renter is solely responsible for the cost of any and all field conditioner used to prepare a field to playable condition at the rate of \$12.00 per bag.
9. **Baseball/Softball Conversion.** The Renter shall pay to the CBC the sum of \$75.00 each time during the event when changes are made to a field to add or remove a pitching mound, change the distance to the pitching rubber or change the distance between the bases.
10. **Extended Use.** No games shall start before 9:00 a.m. and all play must cease no later than 10:00 p.m. on any given day. Any games commencing before 9:00 a.m. must have the prior consent of the CBC and the Renter shall pay the additional sum of \$75.00 for each game. The Renter shall pay to the CBC the sum of \$250 for each game continuing past 10:00 p.m.
11. **Gate/Parking Fees.** Gate/Parking Fees shall be charged as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  

(Indicate the amount to be charged per person or per vehicle; who shall collect such fees; and who shall receive such fees or in what proportion are the fees to be split.)
12. **Food/Concessions.** The Renter acknowledges that the CBC has a full and adequate concession stand on the premises. No coolers, grills, beverages or

outside food of any kind shall be brought onto the premises or consumed during the event. The Renter agrees to be solely responsible for the enforcement of this rule during the event upon all players, coaches, parents, attendees or otherwise. The Renter shall pay to the CBC the sum of \$50.00 for each person determined by the CBC, in its sole and absolute discretion, to be in violation of this covenant.

13. **Prohibitions.** No pets of any kind are permitted on the premises except for duly qualified service animals whose access is guaranteed by law. There shall be no smoking or tobacco use on or about the premises. Electronic cigarettes, vaporizers and the like are prohibited. No alcoholic beverages may be brought onto the premises or consumed during the event.
14. **Non-Refundable Deposit.** Renter agrees to pay upon the execution of this contract a non-refundable deposit of \$300.00.
15. **Insurance.** Renter shall provide proof of liability insurance coverage for the event in the minimum amount of \$1,000,000.00.
16. **Indemnification and Release of Liability.** The Renter agrees to indemnify, hold harmless and defend the CBC, its Trustee, Directors, Officers, agents members and employees from and against all claims brought or actions filed for any and all claims, suits, actions, debts, damages, costs, charges and expenses including court costs and attorney's fees, and against all liability, losses and damages of any nature whatsoever, including but not limited to property damage and personal injury including death resulting at any time, arising from any act of, either passive or active, of the Renter or of any person or in any way arising or resulting from the activities occurring on the CBC's property, or resulting in any out of the event.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Canfield Baseball Club, Inc.

"Renter"

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Organization Name

By: \_\_\_\_\_

Print Name: \_\_\_\_\_