



**Brownsville Parks & Recreation
Rental Agreement for Morningside Park Softball Complex**

This agreement made and entered into by and between the Brownsville Parks & Recreation Department (herein referred to as the "Licensor") and _____
_____(herein referred to as the "Licensee").

In consideration of the mutual promises contained in this Agreement, the parties here are to agree as follows:

1. The Licensor hereby grants to Licensee a license to occupy and use, subject to all terms and conditions of this Agreement, at the **SOFTBALL FIELD** complex on:
 - **Date:** _____
 - **Time:** _____
2. Licensee shall be allowed to use the premises describe above only during the times, dates, and for the purpose set forth below, and shall further pay to the Licensor the fee stated.
3. Licensees, and all persons utilizing the premises, agree to abide by all of the park rules and regulations, including, but not limited to the ones attached to this Agreement.
4. The licensee agrees not to engage in or permit the premises to be used for any unlawful or offensive purpose. Further, the Licensee agrees to abide by all local, state, and federal laws, ordinances, and regulations while using the premises.
5. Licensee agrees to indemnify Licensor and hold it harmless from any and all loss, liability, cost, damage, demand, attorney's fees, and/or expenses that the Licensee may incur to be held or be held liable for on account of, or which may directly or indirectly grow out of or in any manner be connected with, the use and occupancy of the premises by Licensee.

Rental Payment: Rental Fee payment will be **\$600** for the complex. Applicable refunds for rainouts will be returned within 15 to 30 days by mail.

Rental Period: Rental of Complex is for two days, commencing at 8 am Saturday morning and ending at 10 pm Sunday.

Concession Stand: The concession stand will not be available for terms of this rental; however the lessee may offer concessions with proper health permits, if needed.

Alcoholic Beverages: No alcoholic beverages of any description may be sold within the confines of the Softball Complex and permitted picnic areas without applicable permits from the Texas Alcoholic Beverage Commission. Under City Ordinance 1067, the consumption of alcoholic beverages is also prohibited in all other areas within the confines of Morningside Park.

Glass Containers: Glass containers of any type are prohibited within the confines of any Municipal Park.

Electrical: Electrical requirements that exceed existing electrical output must be approved by the Parks and Recreation Department and performed by a licensed electrician with approval from the Parks & Recreation Department.

Safety: Any and all gates shall not be obstructed by the licensee at any time. Fireworks of any kind and/or audible effects shall be prohibited within the confines of Morningside Park. Vehicles are prohibited within the confines of the Softball Complex. Vehicles may be allowed to enter, only for unloading, after which said vehicle(s) must be driven out.

Cancellation: The City of Brownsville and the Parks & Recreation Department reserves the right to terminate this contract and/or cancel any and/or all scheduled event at any time, due to weather, this Contract will be cancelled and the rental fee(s) shall either be refunded or used to reschedule another date.

Breach of Contract: In the event that the Licensee breaches any part of this contract, the Licensor shall have the right to void the contract, cancel the scheduled event and/or take possession of the softball complex. The Licensee shall forfeit all fees.

Insurance:
Individual players and participants are not covered by any insurance policy held by the City of Brownsville.

All Youth Sports Associations shall be required to carry commercial general liability insurance with minimum coverage of \$100,000.00 against liability for damage to property in any single occurrence and for not less than \$250,000.00 for injury to each person, subject to a limit of not less than 500,000.00 protection against injury or death to two or more persons in a single accident occurrence; also, said insurance shall name the City of Brownsville as an additional insured. Insurance policies that do not meet these requirements will be forwarded to the City's Safety and Risk Division for review where a determination of acceptance will be made. A certified copy of a certificate from the carrier of such insurance policy shall be furnished to the City of Brownsville prior to occupancy and use of the leased premises. This certified copy will need to be submitted no later than one (1) week before Association use begins.

Glass breakage or other damage to vehicles on right-of-ways or parking lots are not subject to coverage under the City's insurance policy. Theft, vandalism, or damage to personal vehicles parked on the park property is not subject to any coverage by the City of Brownsville, and the City shall be held harmless from such incidents. It is recommended that participants and spectators carry their own auto insurance and lock their vehicles during league games.

Theft and loss of property, equipment and supplies caused by inclement weather or any other means is not the responsibility of the City of Brownsville, and all participants shall hold the City harmless from and against any damages from such incidents. This includes all items stored in concession facilities, meeting rooms and storage areas.

****Failure to comply with any of these items shall result in the cancellation of the tournament.***

I understand the entire contents of this Rental Agreement. _____ Initial.

Brownsville Parks & Recreation

Name of Licensee: _____

Address: _____ City: _____ Zip: _____

Phone Number: _____ Work: _____

Date of Reservation: _____

Facility Renting: _____

Purpose of Reservation: _____

Rental Fee: _____

The time of this rental will be strictly enforced.

NO REFUNDS WILL BE GIVEN. Park Reservation fees will be non-refundable. Every effort will be made to schedule an alternate date should a cancellation be necessary. Alternate dates may or may not be available to the park user depending upon other reservations that have been confirmed. In case of inclement weather, the park user has 2 working days to call and schedule an alternate date.

Licensee Signature

Date

City of Brownsville Parks & Recreation

Date