



**Brownsville Parks & Recreation
Rental Agreement for Oliveira Park Soccer Field**

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:

The Licensor hereby grants to Licensee a license to occupy and use, subject to all terms and conditions of this Agreement, at the Oliveira Park Soccer Field on:

- **Date:** _____
- **Time:** _____

1. Licensee shall be allowed to use the premises described above only during the times, dates, and for the purpose set forth below, and shall further pay to the Licensor the fee stated.
2. Licensees, and all persons utilizing the premises, agree to abide by all the park rules and regulations, including, but not limited to the ones attached to this Agreement.
3. 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.
4. 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 relate to, the use and occupancy of the premises by Licensee.
6. It is the responsibility of the Licensee to ensure/keep the peace with coaches, players, parents, or volunteers. However, if there are reoccurring incidents of which the Licensee fails to ensure/keep the peace the City could require the Licensee to provide Brownsville PD security and pay for those services for the daily operations from the provided dates (listed on item number 1). Current collective bargaining agreement requires that Brownsville Police Department Security be used.
7. Licensee may not charge any fees without prior approval of the Parks and

Recreation Department for approved rentals. Also, Licensee shall not sub-lease facilities or collect fees from any other user.

8. Licensee must pick up litter in their leased area daily.
9. Licensee shall be prohibited from performing any maintenance to any turf of fields without permission from the Parks and Recreation Director or designee.
10. Improvements/Enhancements, upon expiration or termination of this Agreement, and any trade fixtures, structures, and installations or additions to the site now existing or constructed on the Site by Licensee shall be deemed to be part of the Site and shall become City's property free of all liens and claims. All personal property remaining on the Site after expiration shall also become the property of City.

Rental Payment: Rental Fee payment will be \$_____ for the Soccer Field at Oliveira Park.

Rental Period: Rental of Complex is for _____ day(s)

Alcoholic Beverages: No alcoholic beverages of any description may be sold within the confines of the Soccer Field.

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.

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 events at any time, due to weather, this Contract will be cancelled, and the rental fee(s) are not to be refunded but will be allowed to reschedule for another date. The City has the absolute authority to close parks and facilities in the event inclement weather, wet grounds, or any other "act of God" which would cause questionable playing conditions. Should the Association use the facilities in violation of this policy, they shall forfeit their right to use the facility for the remainder of the current season.

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 facility complex. The Licensee shall forfeit all fees. Enforcement of this contract will be through periodic monitoring by the Parks and Recreation Department and any reports made by citizens to the City.

***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