



RENTAL AGREEMENT

Ball fields, Picnic Areas

This agreement made on the date hereinafter set forth between **BANKS SUNSET PARK ASSN. INC.**, a non-profit corporation, hereinafter called "OWNER", and _____ hereinafter called "RENTER".

RENTER contact Information: Address _____
Telephone _____, _____

The OWNER does hereby rent to RENTER its premises, consisting of one (1) or more as applicable, for the following day(s) _____:

☐ **Pets are not permitted**

<input type="checkbox"/> Ball fields 1, 2, 3, & 4	\$25.00/day - each
\$100.00 Cleaning deposit required	
<input type="checkbox"/> Picnic area 1	\$25.00 / day
(Near Ball Diamonds 2 & 3)	
\$100.00 Cleaning deposit required	
<input type="checkbox"/> Picnic area 2	\$25.00 / day
(South of Schlegel Hall)	
\$100.00 Cleaning deposit required.	

Please read the terms and conditions of this agreement, initial each as they are read and sign your name at the bottom of the Agreement acknowledging acceptance of the Agreement.

1. Yes ☐ The RENTER hereby agrees to pay the OWNER the total sum of \$ _____.00 for the facility rental(s) requested above.
2. Yes ☐ The RENTER shall deposit herewith the sum of \$ _____.00 as a clean up/damage fee which is refundable only in the event the premises are properly cleaned and returned to the OWNER in the same condition as the premises were when rented for use by the RENTER. The deposit will be returned to RENTER typically 21 days after the rental date, along with an itemization of cleaning or damage expenses deducted therefrom, if applicable.
3. Yes ☐ If the premises are not cleaned to an as received condition by dusk, a minimum cleaning fee of \$50.00 will be assessed. Each successive hour required for cleaning will be assessed an additional fee of \$50.00 per hour. All picnic areas and ball fields must be vacated by dusk.
4. Yes ☐ A minimum deposit of ½ the full rental fee is required to secure a reservation of the facilities up to 31 days before the event. Within 30 days before the event, the full rental must be paid to OWNER to secure a reservation. If the RENTER fails to pay the full rental fee when there are 30 days or less before the event, the RENTER could lose the reservation to a new full paying RENTER. In this situation, the full deposit would be refunded. The full cleanup/damage deposit must be paid to OWNER not later than 30 days before the event in order to secure access to the premises. Failure to do so will result in cancellation of the event.

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5. Yes [] The RENTER is acquainted with the facilities upon the rented premises and the condition thereof, and does accept the condition of said premises as they exist upon date of this agreement.
6. Yes [] The RENTER shall be in control of said premises at the time of use by the RENTER on the date(s) herein set forth, and the RENTER shall further control and shall determine who will attend or be permitted to attend any functions being promoted upon said premises.
7. Yes [] The RENTER agrees to be responsible for any damages that may occur as a result of the use of said premises by the RENTER or as a result of acts by persons permitted upon said premises by the RENTER, and in the event of damages, RENTER shall reimburse the OWNER promptly for the amount of said damage occasioned by said acts and use.
8. Yes [] The RENTER understands OWNER operates in service to the community and on a modest budget and, as such, agrees to be responsible for any litigation fees that may be required to collect for damages of said premises occurring as a result of the use of said premises by the RENTER or as a result of acts by persons permitted upon said premises by the RENTER.
9. Yes [] The RENTER covenants and agrees to indemnify and save harmless the OWNER against any and all claims arising out of and from the use of said premises by the RENTER and persons permitted upon said premises by the RENTER, including but not limited to claims for personal injury and/or property damage resulting from said use.
10. Yes [] **Serving of Alcoholic beverages: \$300.00 Surcharge applies for all groups larger than 50. No group larger than 100 is permitted. An additional \$350.00 Cleaning/Damage Deposit is required.**
1. Malt beverages, wine and ciders are the only alcohol beverages permitted. If any other alcohol beverages (hard liquor) are discovered, the event will close immediately and the deposit will be forfeited
 2. A maximum of 1 keg of beer or 7 cases (24 - 12 oz containers per case) or any combination thereof may be served. Anyone becoming over-intoxicated, unruly or abusive will be required to vacate the premises.
 3. Sunset Park shall provide one OLCC licensed server and Security personnel (1).
 4. All City, County & State Laws governing the serving of alcohol shall be observed.
 5. For all groups larger than 50, alcohol may not be served until a licensed server and Security personnel are present.
 6. If Security decides additional Security personnel are required, \$100 per additional security person will be withheld from the deposit.
 7. If Security determines it necessary to request authorities for help in enforcing any of the City, County or State regulations, and/or addressing fights or disturbances, etc., the event will close immediately and the deposit will be forfeited.
 8. A maximum serving time of 4 hours applies.
 9. Organizations shall provide a certificate of liability insurance in the amount of \$1,000,000 naming Banks Sunset Park Association as an additional insured.
11. Yes [] Cancellation refund schedule: Cancellations made 31 days or more before the event shall forfeit half of the full rental fee. Cancellations made less than 31 days before the event shall forfeit the full rental fee.

Note: No changes are allowed to this contract without written approval from the Board of Directors. The use of these specific outdoor facilities (ball fields & picnic areas) are as to be used for their intended purpose only, any other type of use is at the discretion of the Banks Sunset Park Association board and may be subject to additional fees.

IN WITNESS WHEREOF: the parties hereby have executed this agreement this _____ day of _____, 20_____.

BY _____ . Print Name: _____
OWNER
BY _____ . Print Name: _____
RENTER

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