

CITY OF BROOKLYN ATHLETIC FACILITY RENTAL AGREEMENT

This agreement, made and concluded at Brooklyn, Ohio on the date indicated on this document, by and between the City of Brooklyn (hereinafter referred to as the City of Brooklyn) and the organization or individual requesting the use of City athletic facilities as indicated on this document (hereinafter referred to as Applicant), witness that:

Whereas, from time to time the city of Brooklyn is approached by various individuals and organizations with which it is not affiliated, requesting to conduct various activities and programs requiring the use of facilities owned by the City of Brooklyn; and Whereas, the City of Brooklyn desires to maintain a cooperative relationship with public and private individuals and organizations, which they have enjoyed in the past while receiving protection from injury and death incurred while on premises owned by the City of Brooklyn;

Now therefore, in consideration of the promises and agreement herein set forth, it is mutually agreed as follows;

1. Whenever a request has been made to the City of Brooklyn and that request has been approved for the use of City of Brooklyn property or facilities for any activity or program, the Applicant agrees to maintain full insurance coverage for the entire period of time that the City of Brooklyn's property or facilities are used.
2. The Applicant agrees to maintain an insurance program to protect, indemnify and save harmless the City of Brooklyn from any and all loss, damage, claims, actions, suites together with all costs, expenses and attorney's fees in connection with the use of City of Brooklyn's property or facilities by the above named Applicant.
3. Upon request, prior to the use of any City of Brooklyn property or facilities, the Applicant must provide, for approval by the City of Brooklyn, an executed copy of the insurance program which will completely insure, protect, indemnify and save harmless the City of Brooklyn from any injury or death to person or damage to property resulting from the use and activity by the Applicant.
4. In the event the above name Applicant fails to have adequate insurance coverage, the person signing either as an individual or for a group or organization requesting use of the City of Brooklyn property or facility, will be personally responsible and liable for any and all claims made against the City of Brooklyn.
5. Either party hereto being apprised of the existence of a claim which is covered by this Agreement shall promptly notify the other party.
6. This agreement shall be in full force and effect during the period that any permit is granted to the Applicant to use City of Brooklyn property or facilities pursuant to the terms of this Agreement and shall be considered contingent upon and in reliance on the warrants made herein.
7. The Applicant may cancel this Agreement upon seven (7) days written or verbal notice. The City of Brooklyn reserves the right to cancel a rental agreement at any time if the rented facility is required for a city or school sponsored event. (Refunds will be processed at the discretion of the City of Brooklyn). Should the renter cancel a reservation within less than 7 days any deposits or permit fees will be retained by The City of Brooklyn.
8. If the sum of the agreement exceeds \$250.00, it may be required that up to 50% of the total be paid prior to the start of the rental.
9. Any damages beyond normal wear and tear of facilities will be assessed to the representative of said contract. Upon completion of repairs, renter will be billed for the full amount. If renter doesn't pay full amount within in 14 business days then individual will be subjected to legal action and will not be permitted to rent any facility ran or operated by the City of Brooklyn.

DISCLAIMER: I have read and agree to all rules & regulations set forth on this form. If form is not signed and dated by renter then the contract is not valid.

Applicants Signature: _____ **Date:** _____

Applicant Name (PRINT): _____

BROOKLYN RECREATION DEPARTMENT RECREATION / ATHLETIC FACILITY RENTAL PERMIT
7600 Memphis Ave. ■ Brooklyn, Ohio 44144 ■ 216-351-5334 ■ recinfo@brooklynohio.gov

Applicant Individual: _____ Date of Application: ____/____/____

Organization: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone No.: _____ Email: _____

Attendees: Resident [] Non - Resident [] Members [] Non-Members []

DESCRIBE ACTIVITY IN DETAIL

****SCHEDULE CAN BE ATTACHED TO THIS DOCUMENT****

Start Date	End Date	Facility	Start Time	End Time

REQUESTED AMENITIES / SPECIAL INSTRUCTIONS



TO BE COMPLETED BY BROOKLYN RECREATION DEPARTMENT

RENTAL COSTS **TOTAL COST** _____

Permit Fee: \$25.00 (non-negotiable, non-refundable, must be paid upon approval of contract)

- WRIGLEY FIELD _____ Fee: \$ _____
- FENWAY FIELD _____ Fee: \$ _____
- MEMORIAL #1 FIELD _____ Fee: \$ _____
- MEMORIAL #2 FIELD _____ Fee: \$ _____
- MARQUARDT SOCCER 11v11 _____ Fee: \$ _____
- MARQUARDT SOCCER 8v8 _____ Fee: \$ _____

PAYMENT DUE DATE _____

Applicant Signature: _____

Date: ____/____/____

Approved: [] Not Approved: [] **Approved By:** _____

Date: ____/____/____

CITY OF BROOKLYN ATHLETIC FACILITY RENTAL POLICY

Brooklyn Recreation Department has set the following policy to ensure the safety of participants and prevention of long term, irreversible damage to the park, field and/or facility. City of Brooklyn reserves the right to deny/revoke an activity or event from use of a park facility or amenity and/or require an activity to conclude due to inclement weather, unsafe, poor field conditions and/or failure to comply to those rules and regulations set forth by Brooklyn Recreation Department.

USER ELIGIBILITY:

Any City of Brooklyn municipal recreation program, youth athletic program, or adult athletic program will be eligible for the use of athletic facilities. A City youth or adult athletic program shall be defined as an organization whose charter is based in Brooklyn and is open to participation by city residents. Paid instructional programs that are sponsored by an eligible City athletic program may be eligible for the use of athletic fields, if approved by Brooklyn Recreation Department.

REQUEST PROCEDURE:

All athletic field requests must be submitted to Brooklyn Recreation Department by the dates listed below.

Once all requests for a particular season have been received, BRC will compile a list all athletic field requests and then will notify all user groups of final scheduling.

FIELD ASSIGNMENT PRIORITIES:

Brooklyn Recreation Department uses the following priority and ranking when determining field allocations:

1. City of Brooklyn Community Athletic Organizations
2. Brooklyn City Schools
3. Resident Youth Groups
4. Resident Adult Groups
5. Non-Resident Groups

FEE SCHEDULE:

Fee is required to be paid-in full a minimum of 10 business days prior to the 1st date of scheduled use.

INSURANCE:

A certificate of insurance is required from all user groups naming the City of Brooklyn as additionally insured. The certificate of liability insurance should be in an amount no less than \$1,000,000.00. This certificate should be updated for each season with the Parks & Recreation Department.

CAMP CLASSIFICATION:

Any youth sports program that operates for profit, philanthropic or charitable purposes, whether or not a fee is charged; serves five or more children who are not members of the family or personal guests of the operator; and operates for any period of time between June 15th and August 15th maybe be considered a camp program and subject to Brooklyn Recreation Department approval if it operates on a site for more than two hours a day and operates for at least five days during a two week period. In addition, any program that operates between June 1st and August 30th which promotes or advertises itself as a camp, even if it does not meet the criteria listed above is still considered a camp and is subject to Brooklyn Recreation Department approval. If your group falls into this category, please contact the City of Brooklyn to request an application to operate a camp.

LIGHT USE:

For groups requesting the use of lights at Memorial #1 Diamond the following is an outline of how the lights are organized through the Departments of Parks and Recreation.

1. The system becomes available to be turned on between 4:00 p.m. and 11:00 pm, daily.
2. BRC Staff are responsible for turning the lights on and off

WEATHER CANCELLATION:

The following weather conditions may require that all athletic activities on the field be cancelled.

1. Standing puddles of water on the field.
2. Footing is unsure and slippery.
3. Ground is water logged
4. Grass can be pulled out of the ground easily.
5. Lightning.
6. Severe weather storms

THE RECREATION COMMISSIONER FOR BROOKLYN WILL HAVE THE FINAL SAY AS TO WHETHER A FIELD IS CLOSED DUE TO INCLEMENT WEATHER. UPDATES ON USE AND CONDITIONS ARE ANNOUNCED ON THE BROOKLYN RECREATION DEPARTMENT WEATHER INFORMATION LINE, 24 HOURS A DAY, AT [**216-250-9405**](tel:216-250-9405)

PARKING

All vehicles associated with the permit holder's organization must be parked legally. All illegally parked vehicles will be ticketed and subject to towing. If the parking lot is full, please advise all users and spectators to seek parking on adjacent streets in legal parking areas.

Vehicles that are blocking driveways, intersections, parked in crosswalks, illegally parked in handicapped parking spaces or that restrict emergency vehicle access will be issued citations and/or towed as necessary

RULES & REGULATIONS

Any organization or user who receives a permit to use City of Brooklyn athletic facilities shall abide by the following rules:

TRASH: Permit holders are responsible to ensure that any trash generated by their group is placed in the proper receptacles at each facility location. In cases when receptacles are full or not available, the permit holder is responsible to remove any trash that has accumulated during their permit time.

DAMAGE TO THE FIELDS & COURTS: All permit holders are responsible to repair any superficial damage or to replace any divots that occur during their use of any field. Please report field concerns to the Brooklyn Recreation Department.

FIELD INFO: It is the responsibility of the permit holder to obtain updates and field updates for use by calling 216-250-9405. If the recorded information states a particular field is closed, then any permit for that field is revoked until such time that the field is judged to be usable.

ALCOHOL: Alcohol is prohibited on any field, recreation facility, or playground in the City of Brooklyn. It is the permit holder's responsibility that any person affiliated with the permitted organization refrains from the use of alcohol.

LIABILITY: City of Brooklyn carries no medical insurance for users of its facilities. Users participate in the activity at their own risk.

SCHEDULES: All schedules will be provided to the Brooklyn Recreation Department in advance of season or event. All changes will be sent to Brooklyn Recreation Department for posting in our master on-line schedule.

THE FOLLOWING ADDITIONAL RULES APPLY

1. No bicycles, skates, scooters or skateboards or any unauthorized vehicle is allowed on the field.
2. No dogs, pets or other animals are allowed on any athletic field lined for play.
3. No tobacco products of any kind on the field.
4. No glass and metal containers on the field
5. No Golfing on the athletic fields

VIOLATIONS OF THE ATHLETIC FIELD PERMIT POLICY

Failure of an Organization or its members to comply with regulations established for use of City of Brooklyn property shall constitute a violation of this policy.

FIRST INFRACTION: A letter is sent to the organization/permit holder noting the concerns of Brooklyn Recreation Department

ADDITIONAL INFRACTIONS: May result in the loss of scheduling privileges based on severity and number of occurrences, including the cancellation of remaining dates for both games and practices at the discretion of Brooklyn Recreation Department.

INVESTIGATION: Brooklyn Recreation Department will review and investigate reports of violations, and reserves the right to inquire of the organization concerning the events alleged to have occurred during the period for which that user was issued a permit. By accepting a permit to use the City of Brooklyn athletic facilities, the Organization agrees to cooperate fully in any investigation deemed necessary by Brooklyn Recreation Department or other authorities.

SANCTIONS: Based upon its investigation, Brooklyn Recreation Department will determine a sanction appropriate to the violation, including but not limited to:

- i. Revocation of a permit or permits issued to an Organization.
- ii. Prohibiting use of the Facility by an Organization for an indefinite or specified period of time.
- iii. Conditioning that Organization's future use of the Facilities on other reasonable terms and conditions such as participation in maintenance and repair of the Facility.

