

City of Newberry Parks and Recreation Facility Rental/Use Confirmation

24880 NW 16th Ave Newberry, FL 32669

Phone: 352-472-5663 www.newberryfl.gov/parksrec

GRANTING OF PERMISSION TO USE THE CITY OF NEWBERRY FACILITIES DOES NOT IN ANY WAY CONSTITUTE AN ENDORSEMENT OF AN INDIVIDUAL'S OR GROUP'S PARTICULAR BELIEFS OR PURPOSES BY THE CITY OF NEWBERRY STAFF AND/OR ANY AFFILIATE OF THE ORGANIZATION.

For Consideration of requests for use of the facilities, this form must be completed in its entirety and returned to City Staff as soon as possible. An invoice for payment will be presented to the host with an approved use form.

All payments should be received at least 10 business days before event unless otherwise noted in invoice. All checks are payable to "City of Newberry".

| <u>User Information:</u> (Please Print Clearly) | | | |
|---|--|-----------------------|-----------|
| Organization Name: | | | |
| Contact: Email Address: | | | |
| Address: | City: | State: | Zip: |
| Telephone #: | Alt. Telephone #: | | |
| Type of Event: | | | |
| Sports Tournament League Play Other (please describe) | | | |
| Date(s) / Time(s): | | | |
| Date(s) of Event: Alternate Option: | | | |
| Type of Event: | e of Event: Total Expected Attendance: | | |
| Time of Rental (Setup/Breakdown): | | | |
| Facilities / Locations Requested: | | | |
| Champions Park | If renting a baseball / so | oftball field, please | complete: |
| Easton Newberry Sports Complex | Field Size / Base Dimens | sions: | |
| Gymnasium | | | |
| Multi-Purpose Room | Pitching Mound Needed | I: Yes | No |
| Soccer / Football Field | | | |
| Baseball / Softball Field | Additional Requirement | s: | |
| Other | | | |
| ☐ Jimmy Durden Park | | | |
| Freddie Warmack Park | | | |

| Is a Newberry Parks & Recreation concession stand desired? |
|--|
| Yes |
| □ No |
| Are you charging fees for any aspect of your activity? |
| Yes, please explain |
| □ No |

Facility / Field Rental Rates:

| Type of Field | <u>Rate</u> | Quantity | <u>Rate</u> | <u>Total</u> |
|-----------------------|--------------------------------|----------|-------------|--------------|
| Baseball / Softball * | \$200 per field per day | | \$50 / Hour | |
| Football * | \$200 per field per day | | \$50 / Hour | |
| Soccer* | \$200 per field per day | | \$50 / Hour | |
| ENSC Classroom * | \$50 Half / \$100 Full | | \$25 / Hour | |
| Gymnasium * | \$250 Half(6) / \$500 Full(12) | | \$50 / Hour | |
| | | Sub T | otal | \$ |

Tournament Rental Rates:

*\$150 cleaning fee if not cleaned properly

*\$200 Security Deposit

| Tournament Rates | <u>Rate</u> | # of Games / Hours | <u>Rate</u> | <u>Total</u> |
|--|-------------|-----------------------|-------------|--------------|
| Facility Rental | \$40 / Game | | | |
| Field Setup Staff | \$20 / Hour | | | |
| Event Support Staff | \$15 / Hour | | | |
| Site Supervisor | \$20 / Hour | | | |
| ***Event Details Reporting Requirement *** | | Sub T | otal | \$ |

Optional – Additional Fees:

| <u>Item</u> | <u>Rate</u> | Quantity / Hours | <u>Rate</u> | <u>Total</u> |
|----------------------------------|--------------|---------------------|-------------|--------------|
| Field Lights | \$20 / Hour | | | |
| Field Setup (lining/Painting 1x) | \$25 / Field | | | |
| Event Staff | \$20 / Hour | | | |
| Maintenance Staff | \$20 / Hour | | | |
| Custodial Staff | \$20 / Hour | | | |
| | | Sub To | otal | \$ |

^{*}All rentals are subject to 6.5% Sales Tax. Total will be calculated on the final page of this form.*

Complete only for Sports Tournament Rental:

- 1. **Payments:** All payments and other sums due hereunder shall be made payable to the City of Newberry and payment due no later than 15 days after the event has taken place.
- 2. Tournament Documents: User agrees to complete the Tournament Financial Detail Report and Visitor Questionnaire Summary. Receipt no later than 15 days after the event has taken place.
- 3. **Facility Usage Fee:** User agrees to pay the City of Newberry a facility usage fee of \$40 per field per game for the use of the premises.

| 4. | Event Admission: User agrees that admission to the Premises will be charged for the event in the amount of | | | | |
|----|---|--|--|--|--|
| | per person / per day or per person for the event. The city of Newberry will receive | | | | |
| | 5% of the gross admission fees. | | | | |
| 5. | 5. Team Fees: User agrees that a team entry fee into the tournament will be charged. The Team entry fee is | | | | |
| | . The city of Newberry will receive 5% of the gross team fees collected. | | | | |

6. **Insurance:** User agrees to submit to the City of Newberry, an insurance certificate naming Champion's Park and City of Newberry additionally insured.

General Terms and Conditions: PLEASE READ BEFORE SIGNING BELOW

- 1. The City of Newberry reserves the right to decline use of the facilities, rescind a rental contract, or require a cash deposit as a prerequisite to use.
- 2. The City of Newberry reserves the right to exclusively operate at events unless prior arrangements have been made at an increased rental cost.
- 3. Children accompanying adults must be supervised at all times.
- 4. User is responsible for a complete clean up and disposal of trash. All trash to be removed to outside receptacles. A disposal fee of \$150.00 dollars may be applied if necessary.
- 5. Certificates of General Liability Insurance may be required for functions held at City of Newberry Facilities. Host group or individual will be notified upon submission of a completed Facility Use request form.
- 6. The User agrees to assume and be responsible for any expense(s) incurred for damage(s) to the premises or Facility property resulting from User's use.
- 7. The City of Newberry does not accept responsibility for loss or theft of articles belonging to User or any member of his party, or injury or accident to any said person on the grounds or in the facility, and is absolved by User of all liability, which may result thereof.
- 8. Additional attendants. i.e. parking attendants, cleaning personnel, Police/Fire Supervision, etc., may be required as a condition approval, the cost of which shall be user's responsibility.
- 9. Outdoor activities cease at 11:00 PM as required by local zoning laws and in consideration of our neighbors.
- 10. Taping, mounting, or displaying items on any wall surfacing is not permissible.
- 11. Any items/ supplies brought into the facility or placed on the property must be removed by midnight on the last day of the scheduled rental. Items remaining after 24 hours may be disposed of as abandoned property.
- 12. A City Staff member will be on Site and available to assist you, or your designated representative, throughout your rental time unless other arrangements have been made with the Recreation Director and/ or Assistant Director prior to your scheduled event.

- 13. Neither party shall be liable to the other party for failure to perform any of the terms and conditions of the Agreement (other than the failure to pay money) when such failure is attributable to an Event of Force Majeure. For the purposes hereof an "Event of Force Majeure" means strike, lockout, labor dispute, flood, earthquake, storm, lighting, fire, civil disturbance or disobedience, riot, terrorism, any other act of God beyond reasonable control of the party in question. Depending on the nature and extent of the Event of Force Majeure, the City of Newberry Director or Director's duly authorized representative shall determine, in consultation with User, weather the event will be delayed, cancelled or re-scheduled. If the Usage is rescheduled, this Agreement will be revised by the parties to update the Usage Period and shall otherwise remain in full force and effect.
- 14. All Premises will be used solely for the purposes stated herein and any misrepresentation in obtaining the Agreement or use of the Premises for other purposes shall be grounds for immediate cancellation of this agreement, without liability to the City of Newberry, without obligation of the City of Newberry to refund any deposits and without any loss of any right to claim of the City of Newberry against the User.
- 15. The City of Newberry is required to collect State Sales Tax (6.5%) for all rentals. Non-profit groups are required to provide a copy of their 501(c)3 and a current Tax Exempt Form.

In requesting the use of the City of Newberry Parks & Recreation Facility(s), I hereby acknowledge that I have read and understand the above terms and conditions, that the information provided by myself is true and accurate, and that I accept full and complete responsibility for the conduct and safety of the group and any and all damages that may result as a consequence of the rental.

| Signed: | | Date: |
|------------------------------|------------------------------|----------------|
| Must | For City Use Be Completed to | |
| Application Status: | enied | Staff Person: |
| Security Deposit: | _ | Total Fees: |
| Applicable Taxes: | | Total Charges: |
| Payment Date: | ☐ Cash | ☐ Check |
| City of Newberry Approval: | | Date: |
| Liability Insurance on File: | □ No | |