



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 checks are payable to "City of Newberry".

User Information: (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: _____ Total Expected Attendance: _____ Time

of Rental (Setup/Breakdown): _____

Facilities / Locations Requested:

- ☐ Lois Forte Park
- ☐ Champions Park
- ☐ Easton Newberry Sports Complex
- ☐ Gymnasium
- ☐ ENSC Classroom
- ☐ Soccer / Football Field
- ☐ Baseball / Softball Field
- ☐ Other _____
- ☐ Jimmy Durden Park
- ☐ Freddie Warmack Park

If renting a baseball / softball field, please complete:

Field Size / Base Dimensions:

Pitching Mound Needed: ☐ Yes ☐ No

Additional Requirements:

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:

<u>Type of Field</u>	<u>Rate</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u>
Baseball / Softball	\$250 Per Field Per Day		\$75 / Hour	
Football	\$250 Per Field Per Day		\$75 / Hour	
Soccer	\$250 Per Field Per Day		\$75 / Hour	
ENSC Classroom	\$100 Half (4) / \$200 Full (8)		\$25 / Hour	
Gymnasium	\$250 Half (4) / \$500 Full (8)			
Park (FWP, JDP, LFP)	Deposit \$200.00 *Event > 25 people*			
* Per Day (8 Hours)		Sub Total		\$

Additional Fees:

IF APPLICABLE

*\$250 cleaning fee if not cleaned properly

<u>ITEM</u>	<u>Rate</u>	<u># of Games / Hours</u>	<u>Rate</u>	<u>Total</u>
Field Lights	\$25 / Hour			
Field Setup (lining/painting 1X)	\$25 / Hour			
Event Staff	\$25 / Hour			
Maintenance Staff	\$25 / Hour			
Custodial Staff	\$25 / Hour			

Tournament Rental Rates:

<u>Tournament Rates</u>	<u>Rate</u>	<u>Quantity / Hours</u>	<u>Rate</u>	<u>Total</u>
Field Lining/Painting Prior	\$50 / Per Field			
Field Setup Staff	\$25 / Field			
Event Support Staff	\$25 / Hour			
Site Supervisor	\$25/ Hour			
			Sub Total	\$

*\$250 Trash Disposal Fee Applied If Necessary

*\$10% Security Deposit

Complete only for Sports Tournament Rental:

1. **Payments: *DEPOSIT IS DUE THE DAY OF THE RESERVATION REQUEST & GOES TOWARD THE TOTAL. ***
YOUR EVENT WILL BE OFFICIALLY RESERVED AND STAFF WILL BE SCHEDULED ONCE THE DEPOSIT HAS BEEN RECEIVED.
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, Visitor Questionnaire Summary, and certificate of insurance. 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 \$50 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. **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 City of Newberry additionally insured. Add **Champion's Park (If Applicable).**

**NOTE: ALL BASEBALL/SOFTBALL
FIELDS WILL BE REFRESHED
AFTER EVERY GAME AS
NEEDED (STAFF PERMITTED)**

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 \$250.00 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. Property remaining beyond 24 hours may result in additional charges.
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 designee 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 re-scheduled, 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 for all rentals. Non-profit groups are required to provide a copy of their 501(c)3 and a current Tax-Exempt Form.
16. If the City Site Supervisor determines that a weather event necessitates the cancellation of games on the day of a scheduled event, the City shall still require set compensation.
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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 all damages that may result as a consequence of the rental.

Signed: _____ Date: _____

For City Use Only: Must Be Completed to Finalize Event	
Application Status: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Staff Person: _____
Security Deposit: _____	Total Fees: _____
Applicable Taxes: _____	Total Charges: _____
Payment Date: _____ <input type="checkbox"/> Cash <input type="checkbox"/> Check	
City of Newberry Approval: _____	Date: _____
Liability Insurance on File: <input type="checkbox"/> Yes <input type="checkbox"/> No	