

CITY OF FAIRVIEW PARK ATHLETIC FACILITY RENTAL AGREEMENT

This agreement, made and concluded at Fairview Park, Ohio on the date indicated on this document, by and between the City of Fairview Park (hereinafter referred to as the City of Fairview Park) 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 Fairview Park 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 Fairview Park; and Whereas, the City of Fairview Park 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 Fairview Park;

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 Fairview Park and that request has been approved for the use of City of Fairview Park 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 Fairview Park's property or facilities are used.
2. The Applicant agrees to maintain an insurance program to protect, indemnify and save harmless the City of Fairview Park 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 Fairview Park's property or facilities by the above named Applicant.
3. Upon request, prior to the use of any City of Fairview Park property or facilities, the Applicant must provide, for approval by the City of Fairview Park, an executed copy of the insurance program which will completely insure, protect, indemnify and save harmless the City of Fairview Park 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 Fairview Park property or facility, will be personally responsible and liable for any and all claims made against the City of Fairview Park.
5. Either party hereto being appraised 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 Fairview park 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 Fairview Park 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 Fairview Park). Should the renter cancel a reservation within less than 7 days any deposits or permit fees will be retained by The City of Fairview Park.
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 play.
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 Fairview Park.

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): _____

FAIRVIEW PARK RECREATION DEPARTMENT ATHLETIC FACILITY RENTAL PERMIT
21225 Lorain Road ■ Fairview Park, Ohio 44126 ■ D: 440.356.4444 ■ F: 440.356.4434

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

Organization: _____

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

Phone No.: _____ Email: _____

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

DESCRIBE ACTIVITY IN DETAIL

| Start Date | End Date | Facility | Start Time | End Time |
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REQUESTED AMENITIES / SPECIAL INSTRUCTIONS

TO BE COMPLETED BY FAIRVIEW PARK RECREATION DEPARTMENT

RENTAL COSTS

TOTAL COST _____

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

| | | |
|------------------------|-------------------------------|--------------------------|
| STADIUM FIELD _____ | BOHLKEN PARK DIAMOND #1 _____ | MORTON PARK TENNIS _____ |
| STADIUM TRACK _____ | BOHLKEN PARK DIAMOND #2 _____ | OTHER _____ |
| STADIUM LIGHTS _____ | BOHLKEN PARK DIAMOND #3 _____ | PAYMENT DUE DATE _____ |
| MAIN GYM _____ | BOHLKEN PARK DIAMOND #4 _____ | |
| MULTIPURPOSE GYM _____ | BOHLKEN PARK DIAMOND #5 _____ | |
| BATTING CAGE _____ | DIAMOND #1 LIGHTS _____ | |

Applicant Signature: _____

Date: ____/____/____

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

Date: ____/____/____