

(Revised October 1, 2010)



**CITY OF MINERAL WELLS
PARKS AND RECREATION DEPARTMENT
SOFTBALL TOURNAMENT CONTRACT**

Below and on the following page are the specific provisions of this contract.

1. No person, group or organization may have more than two future rentals reserved. If there are two future rentals, a separate deposit is required for each rental. If a group has two rentals scheduled, they may schedule another rental the next business day after the first of the two rentals is completed. Reservations will not be accepted more than 15 months (one year and three months) in advance of the rental date.
2. A check, cash or money order in the amount of \$100.00 must be presented to the Parks and Recreation Department at the time a softball tournament is scheduled. The \$100.00 fee is a deposit that will be returned to the renter within thirty (30) days after the tournament, provided that the field(s) are left clean and without damage. Also, the keys must be returned and all lights turned out in order for the renter to be refunded the entire deposit. Any renting party failing to return the keys the next business day after the tournament will be charged \$10.00 per day for each day that the key is late being returned.
3. A check, cash or money order for the tournament rental fee must be presented to the Parks and Recreation Department three business days prior to the start of the tournament. The tournament fee will be \$150.00 for any one-day tournament on one field or \$200.00 for any two-day tournament on one field. Additional fields are available for an additional \$75.00 per field per day of use. Lights may be used at a charge of \$10.00 per hour per field. If the rental fee is not paid by three business days prior to the tournament, the City of Mineral Wells reserves the right to terminate the contract and retain the deposit.

In exchange for use fee, the City of Mineral Wells will drag the field (weather permitting) and chalk foul lines for each field once per day. The use fee partially covers costs for electricity, personnel use in preparation, the use of

portable restroom facilities, materials used and expenses incurred by the City of Mineral Wells.

4. If the renter cancels the tournament less than 72 hours prior to the start of the tournament, the City of Mineral Wells will retain the deposit and the rental fee will be returned to the renter. If the tournament is cancelled more than 72 hours prior to the start of the tournament, all fees will be returned to the renter. The Mineral Wells Parks and Recreation Department reserves the right to cancel any tournament due to wet field conditions that could cause damage to the fields. If a tournament is cancelled by the City of Mineral Wells because of inclement weather prior to the start of the tournament, the renter will have the option of rescheduling or having all fees refunded. If the renter or the City of Mineral Wells, because of inclement weather cancels a tournament in progress, the renter will have the option of rescheduling or receiving a prorated refund of the rental fee. The renting party has the right to discontinue use of the field(s), if there are any unsafe conditions present. Failure to report any unsafe conditions to the Parks and Recreation Department is a violation of this contract.
5. Any tournament host is permitted to have all concession and souvenir rights. If they do not wish to have concessions or souvenirs, the rights will revert to the Parks and Recreation Department Board. A decision concerning concession and souvenir rights must be made at the time of the tournament reservation.
6. All tournaments must be sanctioned by the Amateur Softball Association (A.S.A.). A copy of the A.S.A. sanctioned form must be presented to the Parks and Recreation Department at least one day prior to the tournament. Sanctioning information may be obtained from the Texas A.S.A. District 12 office at 254-918-1260. The Parks and Recreation Department will also require a list of the officials used in the tournament one day prior to the tournament. Fees paid to the officials will be at the discretion of the tournament host.
7. User agrees to indemnify and hold the City of Mineral Wells, its officers, agents and employees safe and harmless from any and all claims for damages, injuries or death to property or persons arising out of or resulting from the use of the premises by the user. The renting party agrees to provide financial responsibility or liability insurance for any type of legal action resulting from this tournament. User shall be responsible for conducting all activities in a safe manner so as to avoid any damages or injuries to property or person.
8. If the renter does not uphold any part of this contract, the City of Mineral Wells will reserve the right to cancel the tournament.

SOFTBALL TOURNAMENT CONTRACT

Renting Group_____

Contact Person_____

Home Phone _____ Work Phone_____

Address_____

Receipt of Deposit and Amount _____
(P.A.R.D. Representative's Signature)

Receipt of Rental Fee and Amount _____
(P.A.R.D. Representative's Signature)

Date(s) of Tournament _____

Field(s) Requested _____

Does your group wish to retain the right to.....

Souvenirs? YES or NO

Concessions? YES or NO

Does your group wish to use the scoreboard control box? YES or NO

(Please note that if your answer "YES" to using the scoreboard control box, there is an additional \$50 deposit required. Also, the operator(s) of the scoreboard control box must have attended a scoreboard operation instruction session provided by the Parks and Recreation Department free of charge.)

Name of scoreboard operator(s) for the tournament _____

Please attach a copy of the A.S.A. Sanctioning form and tournament officials to this contract.

My signature on this contract verifies that I understand and agree to all provisions of this contract.

Renter's Signature