



**City of Rollingwood**  
*Rollingwood Facilities License and Rental Agreement*

<b>Name:</b>	
<b>Date:</b>	
<b>Phone Number:</b>	
<b>Address:</b>	
<b>City, State, Zip Code:</b>	
<b>Reservation Date(s):</b>	
<b>Hour(s) Of Use:</b>	
<b>Park/Field Name:</b>	
<b>Reserved By:</b>	

<b>Rental Fee:</b>	
<b>Total Balance Due:</b>	

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In order to maintain and operate the fields properly, certain rules apply to its use. We appreciate your cooperation.

1. The City of Rollingwood (the "CITY") hereby leases the above described park/field ("Field(s)") during the hours stated above to the individual/group named above (the "RENTER"). **Providing this Agreement shall not conflict with a previously established use, permitted event or program, and provided further that the RENTER shall pay for any expenses resulting from such use. Service request is subject to availability, with the exception of holidays whereas:**
2. The CITY will close for scheduled holidays, which there will be no city staff. The balance of rent must be paid thirty (30) days BEFORE the Field(s) is used. Final payment after thirty (30) day deadline must be paid in cash or by money order within **seven (7) days of event**. Failure to timely receive balance shall cause cancellation without refund of deposit - No partial cancellations are permitted. **NO REFUNDS OR CREDIT FOR UNUSED FIELDS BY THE RENTER. CITY shall** refund deposit for cancellations made thirty (30) days prior to reservation date. No refunds due to inclement weather, rescheduling will be allowed only if fields are not used. **Deposit will be refunded within thirty working days after use, provided there are no damages and the area is left clean.**
3. The CITY must receive a deposit before any reservation is made.



4. By virtue of this Agreement, **RENTER** is to have use of the said park/field for the said term subject to the following terms and conditions. Parking is allowed in designated areas only. **Absolutely no vehicles are permitted on the fields or grounds surrounding the fields without authorization from the appropriate CITY representative.**
5. The use of said premises by **RENTER** shall be for the purpose of playing softball or baseball:
  - A. **RENTER** may not sub-lease any portion of the facility.
  - B. **RENTER** making reservation is responsible for the reservation and should be on site.
  - C. **RENTER** should keep a copy of the rental contract with them at all times.
  - D. No concession will be allowed at the park/field or adjacent on said premises to include but not be limited to, softball paraphernalia, T-shirts, or souvenir by **RENTER** or any person, persons, groups or corporation without prior written approval of the **CITY**.
  - E. All Concession facilities, if approved, and their operations must meet applicable federal, state and local laws, ordinances, statues and rules.
  - F. **RENTER** shall keep premises free of trash.
  - G. **RENTER** is responsible for marking the field.
  - H. Banners may be displayed during event; but must be removed at completion of event.
  - I. **RENTER** may not use the park/field or adjacent premises for any unlawful purposes or for any purpose other than the playing of baseball or softball games without prior written consent of **CITY**.
  - J. **RENTER agrees** to comply with all ordinances and regulations of the City of Rollingwood and the laws of the State of Texas.
  - K. **ABSOLUTELY NO ALCOHOLIC BEVERAGES ARE ALLOWED ON THE FIELDS OR IN THE DUGOUTS.**
  - L. **RENTER** assumes responsibility for crowd control/discipline.
7. **RENTER** shall pay all expenses for umpires, and officials.
8. **RENTER** shall carry valid and collectible Commercial General Liability (CGL) insurance, naming the CITY OF ROLLINGWOOD as an additional insured, for not less than Two Million Dollars (\$2,000,000.00) aggregate and Five Hundred Thousand Dollars (\$500,000.00) each occurrence for bodily injury or death the insurance policy shall provide that the same cannot be canceled unless thirty (30) days written notice of such cancellation has been given to **CITY**. If such policy is canceled during the term of this Agreement, **RENTER** shall immediately discontinue the use of said facility unless and until an adequate policy is presented to the **CITY** and Risk Management has reviewed and approved it.
9. Any officer, agent or employee of **CITY** shall have free access to the facilities and grounds at all times for the purposes of checking and inspecting for maintenance, repairs and safety.
10. In case of default of any of the terms, conditions or covenants herein, **CITY** may enforce the performance of this agreement in any manner provided by law. This lease may be voided at **CITY'S** sole discretion if such default is not corrected immediately after the **CITY** notifies **RENTER** of such default. There shall be no refund in the event of a default by **RENTER**.
11. This Agreement shall not be assignable without the specific written consent of **CITY**. The parties agree that Travis County, Texas shall be the proper place to maintain any litigation between the parties hereto and that Texas law shall govern the interpretation of the provisions hereof.
12. This Agreement shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. The relationship between the **CITY** and the **RENTER** is at all times solely that of a licensor and a licensee, and may not be deemed, in any event, a partnership or a joint venture.

#### **SPECIAL NOTICE**



**THE CITY OF ROLLINGWOOD RESERVES THE RIGHT TO CANCEL THIS RESERVATION AT ANYTIME WHEN THE CITY MAYOR, CITY ADMINISTRATOR, OR CITY DESIGNEE DETERMINES THAT SUCH ACTION IS NECESSARY IN THE BEST INTEREST OF THE CITY.**

**No reservation is made until this agreement has been completed and payment has been made. We regret that we cannot accept telephone reservations.**

**Please keep your copy of this agreement.**

**Note: AS A PART OF THE CONSIDERATION FOR THE EXECUTION OF THIS AGREEMENT, RENTER AGREES TO INDEMNIFY CITY AND HOLD HARMLESS FROM ANY AND ALL DAMAGES TO, OR LOSS OF PROPERTY BELONGING TO ANY USER, AND FURTHER TO HOLD CITY HARMLESS FOR ANY INJURY TO ANY PERSON USING THE PREMISES DURING THE TERM OF THIS AGREEMENT, AND TO DEFEND ANY ALL ACTIONS AGAINST THE CITY RESULTING FROM THIS AGREEMENT AND/OR RENTER'S USE OF CITY'S PARK/FIELD OR OTHER PROPERTY.**

THIS AGREEMENT IS SPECIFICALLY ENFORCEABLE

I have read and agree to comply with all of terms, conditions and covenants set forth above.

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Organization/Business Owner