

NEW BERN PARKS & RECREATION FACILITY RENTAL AGREEMENT

This agreement is being made on the **9th** day of **January, 2020** for the use of ballfields and park related amenities as described herein.

Organization: **New Bern Sunday School League**
Contact Name: **Mike Swindell, 304 Avenue A, New Bern, NC 28560**
252-229-0952 **mikeashby11@gmail.com**

The purpose of this agreement is to allow the New Bern Sunday School League, hereinafter referred to as "League" use of said field(s) and designated amenities owned by the City of New Bern, Parks and Recreation Department, hereinafter referred to as "City" by **holding youth Baseball Activities, Games and/or Tournaments between February and November 2020.**

The League has requested use of the following ball fields at Seth West Parrott Park – Field #1, Caraway Field; and Pierce Park - Joy Corner field and Snack Bar field. The concession stand and score boxes for both fields will also be available to the league. The use of additional fields shall be negotiated on an as needed basis with the Director of Parks & Recreation.

During the timeframe of this agreement, the League shall be the primary user of the requested fields described herein during the spring and fall season. Specific dates not requested in the practice and game schedule, during the season, are subject to outside rentals and use by the City. The Director of Parks & Recreation has final authority to determine uses of these facilities when conflicts may arise.

League shall:

- Provide a Practice schedule or firm practice dates for the upcoming season no less than **15 days in advance of the first scheduled practice.**
- Provide a Game schedule or firm game dates for the upcoming season **no less than 15 days in advance of the first scheduled game.**
- Provide any schedule cancellations, make up games, rain out practice/game adjustments **at least 48 hours in advance.**
- **Provide at a minimum – 7-day notice** of any pre or post season tournament play that could be held on City fields.
- All notices should be in written form and may be emailed to the appropriate contact.
- Failure to provide notification of these items shall result in fields, restrooms and lights not being prepared.
- Provide a COI (Certificate of Insurance) with the City of New Bern listed as additional insured. Certificate must be in force prior to League using field and must continue through the final game.

- Buildings being used by the League shall always be kept clean. No personal belongings shall be stored in any buildings.
- Obtain the proper permits as may be required by the Craven County Health Department in the operation of the Concession stand.
- Notify City of any potential safety issues that should be addressed.
- Provide your own equipment, uniforms, bats, balls, water jugs, etc...
- Lock any doors that league unlocks daily.

City shall:

- Provide clean facilities for League activities.
- Provide reasonable grooming and maintenance of the park, including playing surface.
- Perform a weekly safety inspection.
- Insure restrooms are unlocked and clean prior to each scheduled game.
- Prepare field on game day by grooming, chalking and painting field.
- Provide a working scoreboard for games on short fields at Seth West Parrott Park.
- Provide working lights for night time activity.

POINTS OF CONTACT:

City of New Bern

- Foster Hughes – Director of Parks & Recreation
252-626-1430 hughesf@Newbernnc.gov - Contract Administration
- Taurance Williams – Athletics Supervisor
252-675-7300 williamst@Newbernnc.gov – Field Schedules (Practice & Games/Maintenance Issues)

Sunday School League

- Mike Swindell – League President
252-229-0952 mikeashby11@gmail.com

Concession Stand: The City agrees to allow League to operate the concession stand at each ball field where League games are scheduled; to keep any profits, assume any debts and be responsible for Utility costs. Failure to pay utility bills in a timely manner shall result in denied access to the fields until the matter has been corrected.

Access Roads: The League will adhere to City policy regarding parking area and access roads. Access roads are not for general use of the public. The access road will be limited to the field Supervisor and concession stand operator. Access to this area will be denied completely if the league fails to adhere to this. Prior arrangements for access are required.

League Board of Directors: The League agrees to have at least One (1) Parks and Recreation staff member – designated by the Director of Parks & Recreation, serve on the Board in a voting capacity. The Board agrees to share annual financial reports with the City at end of each season. Parks and Recreation reserves the right to veto any policy or rule changes deemed to be inappropriate for public recreation on City property (facilities).

Organizational Structure: Changes in the League organizational structure and by-laws may void this agreement. Any proposed changes to the by-laws should be reviewed by the Director of Parks & Recreation in advance.

Public Park: This is a public park and may be used by the general public and reserved by other entities for use when not in conflict with the League schedule. Under no circumstances shall the facility be sub-leased at any time.

Compliance with Law: League shall take such action as deemed necessary to comply with all Federal, State and City laws and regulations pertaining to the use of park. Alcohol and drugs are prohibited on City Park property.

Alterations and Improvements: No building locks may be changed. If additional keys are needed, League shall request in writing. Replacement of any key due to loss shall result in a \$10.00 charge per key. League shall not under any circumstances make any changes, alterations, modifications, or improvements to the premises, including without being limited to signage, building, and added structures, without the prior written consent of the Director of Parks and Recreation. All approved alterations, modifications, or improvements to the premises shall be the property of Owner. Depending on the upgrade, the City reserves the right to provide in-kind services and/or partner on the upgrade. All approved alterations and improvements shall be at the expense of the League.

Cancellation: This agreement may be cancelled upon mutual consent of both parties, or by either party giving a 90-day written notice.

Inclement Weather: In the event of poor weather, the Director of Parks and Recreation or his designee reserves the right to cancel and/or postpone activities if it is deemed that unnecessary damage may occur to the playing field and complex. City Staff shall notify League no later than 1pm on Weekends and 4pm on Weekdays of field cancellations due to inclement weather.

Parking: Vehicles must park in designated areas only. Vehicles parked illegally are subject to being towed at owner's expense. Vehicles are allowed inside the park for set up and tear down only.

Conduct: All guests must obey Police, Parks & Recreation staff and others designated by the City to enforce rules while on park property. Disorderly conduct will result in immediate expulsion from the Park. Disorderly conduct includes, but is not limited to: Rude behavior, profanity, fighting, threatening behavior, public nudity, spitting, loud music or other noise. Littering of any kind is prohibited.

Signage: All Signs promoting any type of business, sponsor, or activity shall be approved in advance by the Director of Parks and Recreation.

Security: Based on the size and type of event, Police and/or EMS may be required at the League's expense.

Damage: Reserving Organizations/Personnel are responsible for any and all damages incurred to the facilities, which were a result of the scheduled event. You are also totally liable for injury

to person or persons using facility during the rental period. Lessee obligates itself to Indemnify and save harmless The City of New Bern, its employees and its agents from any loss sustained by the Lessor as a result of, or in connection with, the use of the facility.

Fees: League agrees to pay the City the sum of \$1,000.00 for use of facilities for the period stated in this agreement.

An additional fee will be charged for any vendors selling food or merchandise on City Park Property. The Reserving group shall know and abide by all local and state health department regulations concerning the preparation and/or resale of concession or other legal products. The concession stand is available for use for a nominal fee. Areas will be designated by Parks & Recreation staff for Vendors. Designated Space size is 10' x 15'. Vendors requiring additional space will be charged accordingly. The Director of Parks & Recreation shall approve any outside vendors setting up on Park Property. The City of New Bern reserves the right to sell concessions and to lease vendor space to outside vendors when the League has no interest in selling concessions.

The use of the affected Parks for any other activities must be approved in writing by the Director of Parks and Recreation and shall be subject to rental fees and charges.

Indemnity: I/We Agree to Be Fully Responsible for The Facilities Per Conditions as Outlined on The Front & Back of This Reservation Request. Applicant further agrees to save, defend, and hold harmless the City of New Bern, North Carolina, and its agents/employees from any and all claims for damages for injury (*including death*), theft and or loss and property damages arising from applicant's use of occupancy of any City of New Bern, North Carolina property or any activity conducted by applicant on that property.



Mike Swindell
President, Sunday School League

1-9-20

Date



Foster Hughes, CPRE
Director of Parks & Recreation

1-9-2020

Date