



FACILITY USE AND LEASE AGREEMENT



This Ball Field Rental and Facility Use Agreement (“Agreement”) is entered into as on _____, by and between the Town of Pine Level, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (“Town”), and the person or entity identified below as the renter (“Renter”).

Renter Name: _____

Entity/Team Name, if any: _____

Responsible Person: _____

Address: _____

Phone: _____

Emergency Name: _____

Secondary Emergency Phone: _____

Email: _____

The Town and Renter may be referred to individually as a “Party” and collectively as the “Parties.”

1. Facility

The Town agrees to allow Renter to use the ball field facilities located at or commonly known as the Community Center ball field at 116 County Road 40 E, Pine Level, Alabama 36066, subject to the terms of this Agreement.

The approved rental area includes only the designated ball field, dugouts, spectator areas, restrooms, batting cages, parking areas serving the facility, and reasonable access ways needed for the approved use. The concession stand, storage areas, locked areas, equipment rooms, utility areas, and any other Town-controlled areas are not included unless specifically approved in writing by the Town.

Renter Initials

2. Approved Date and Time of Use

Renter may use the facility only on the date or dates and during the time period approved by the Town:

Requested Start Date: _____ (mm/yy) End Date: _____ (mm/yy)

Day(s) of Week: _____

Start Time: _____ End Time: _____

Purpose of Use: _____

Estimated Number of Participants/Spectators: _____

Renter's use is temporary, limited, and non-exclusive. Renter has no right to use the facility at any other time. The Town retains full control over the facility and all scheduling.

The Town may cancel, postpone, delay, or reschedule any use of the facility for weather, unsafe field conditions, maintenance, Town events, previously scheduled league use, public need, safety concerns, or any other reason deemed necessary by the Town.

3. Rental Fee and Deposit

Renter shall pay the following rental fee to the Town before using the facility:

☐ Rental Fee: \$200 Monthly

☐ Light Rental: \$20 Hourly

Security/Cleaning Deposit, if any: \$ _____

Total Due: \$ _____

Payment shall be made payable to the "**Town of Pine Level-PLCC**" and delivered to Pine Level Town Hall or such other location as the Town may designate.

The Town may apply any deposit toward cleaning, damage, unpaid fees, or other costs caused by Renter's use. If the facility is left clean, undamaged, and in compliance with this Agreement, any refundable deposit shall be returned to Renter within a reasonable time.

4. Permitted Use

Renter may use the facility only for the approved activity listed in this Agreement. Renter shall not use the facility for any unlawful purpose or for any purpose not approved by the Town.

Renter shall not assign this Agreement, transfer the rental, sublease the facility, allow another team or organization to use the facility, or conduct any activity other than the approved use without prior written approval from the Town.

Renter is responsible for the conduct of all coaches, players, participants, parents, guests, spectators, volunteers, vendors, officials, invitees, and any other person present because of Renter's use.

Renter Initials

5. Concession Stand, Vendors, Fundraising, and Admission

Renter shall not use the concession stand unless the Town gives prior written approval.

Renter shall not sell food, drinks, merchandise, or other items; invite vendors; charge admission; collect parking fees; conduct fundraising; place sponsorship signs; or operate concessions without prior written approval from the Town.

If concession use is approved, Renter shall comply with all applicable health, safety, food service, sales tax, and other legal requirements. Renter is solely responsible for all money, supplies, inventory, equipment, and personal property used by Renter.

6. Cleaning and Trash

Renter shall leave the facility clean and orderly. Before leaving, Renter shall remove trash from the field, dugouts, restrooms, bleachers, spectator areas, parking areas, and any other area used by Renter. All trash shall be placed in the large truck dumpster or other location designated by the Town.

Renter shall make sure lights and water are turned off, gates are closed, restrooms are locked and in reasonable condition, and any keys or access devices are returned as instructed by the Town.

If additional cleaning is required after Renter's use, Renter shall reimburse the Town for the cost of cleaning.

7. Field Condition and Damage

Renter accepts the facility in its existing condition. Renter shall inspect the facility before use and shall immediately report any unsafe condition, damage, or maintenance issue to the Town.

Renter shall not use the facility if conditions are unsafe.

After field use, Renter shall rake the areas around all bases. Excessive divots, holes, or displaced material shall be smoothed before leaving the facility.

Renter shall be responsible if any "dragging" of the field is desired prior to use.

Renter shall be responsible for any damage caused by Renter or by Renter's coaches, players, participants, parents, guests, spectators, volunteers, vendors, officials, invitees, or other persons present because of Renter's use.

Renter shall reimburse the Town for the cost of repair or replacement of damaged property, including damage to the field, turf, clay, fencing, gates, dugouts, restrooms, buildings, lights, utilities, locks, signs, equipment, parking areas, or other Town property.

Renter Initials

8. No Alterations or Improvements

Renter shall not make any alterations, improvements, installations, repairs, markings, painting, digging, construction, changes, or modifications to the facility or to any Town property without prior written approval from the Town.

Renter shall not move bleachers, fences, bases, equipment, locks, gates, signs, utilities, or other Town property without prior approval.

Renter shall not place tents, trailers, storage containers, bounce houses, inflatables, generators, temporary structures, signs, banners, or equipment on the property without prior written approval from the Town.

9. Facility Rules

Renter shall comply with all facility rules and all reasonable instructions given by the Town or its designated representative.

Unless separately approved in writing by the Town, the following are prohibited:

Alcoholic beverages;

Tobacco products;

Illegal drugs;

No pets;

Fireworks;

Open flames;

Glass containers;

Skateboards, bikes or scooters;

Overnight use;

Unauthorized vehicles on the field or grass areas;

Unauthorized amplified sound;

Unauthorized vendors;

Unauthorized signs or advertising;

Damage to Town property;

Disorderly or lewd conduct;

Loitering; and

Any use that creates a safety risk or public nuisance.

Renter Initials

10. Insurance

Before using the facility, Renter shall provide the Town with proof of commercial general liability insurance or event liability insurance in an amount acceptable to the Town. Unless the Town approves a different amount in writing, the minimum required coverage shall be One Million Dollars (\$1,000,000.00) per occurrence.

The Town of Pine Level, its Town Council, officers, employees, agents, representatives, and volunteers shall be named as additional insureds for claims arising out of Renter's use of the facility.

The Town may waive or modify the insurance requirement in writing for limited low-risk uses, but no waiver shall be implied. Failure to provide required insurance is grounds for cancellation or denial of use.

11. Assumption of Risk

Renter understands that use of a ball field and recreational facility involves risks, including risks of injury to players, coaches, spectators, and other persons. Renter assumes responsibility for its approved use of the facility and for determining whether the facility is suitable and safe for Renter's activity.

12. Indemnification

To the fullest extent permitted by law, Renter shall indemnify, defend, and hold harmless the Town of Pine Level, its Town Council, officers, employees, agents, representatives, and volunteers from and against any and all claims, demands, damages, losses, liabilities, costs, expenses, injuries, deaths, suits, actions, and attorney's fees arising out of or related to Renter's use of the facility, Renter's activities, Renter's breach of this Agreement, or the acts or omissions of Renter or Renter's coaches, players, participants, parents, guests, spectators, volunteers, vendors, officials, invitees, or any other person present because of Renter's use, except to the extent caused by the willful misconduct of the Town.

13. Compliance with Laws

Renter shall comply with all applicable federal, state, and local laws, ordinances, regulations, health requirements, safety rules, public accommodation requirements, and nondiscrimination laws.

If Renter's activity requires a permit, license, approval, health department clearance, security, emergency services, or other governmental approval, Renter is solely responsible for obtaining it before the event.

Renter Initials

14. Cancellation or Termination

The Town may cancel or terminate this Agreement at any time for nonpayment, failure to provide insurance, unsafe conditions, weather, damage, misrepresentation, violation of facility rules, unauthorized use, prior scheduled Town or league use, public need, or any other reason deemed necessary by the Town.

If Renter violates this Agreement, the Town may require Renter and all persons associated with Renter's use to leave the facility immediately. Renter shall not be entitled to a refund if use is cancelled or terminated because of Renter's violation of this Agreement.

15. No Property Interest

This Agreement is a temporary facility use agreement only. It does not create a leasehold estate, property interest, easement, franchise, license to operate public property, or right of continued use. The Town retains ownership, possession, control, and management authority over the facility at all times.

16. Governmental Protections

Nothing in this Agreement shall be construed as a waiver of any governmental, municipal, discretionary function, substantive immunity, or other immunity or limitation of liability afforded to the Town, its officials, officers, employees, agents, or representatives under applicable law.

The Town's financial obligations, if any, are subject to the availability and lawful appropriation of funds by the Town Council.

This Agreement and related records may be subject to public disclosure under applicable public records laws.

This Agreement creates no rights in any third party.

Renter is an independent person or entity and is not an officer, employee, agent, department, board, or subdivision of the Town.

No provision of this Agreement shall be construed to assign, delegate, or transfer any governmental power, discretion, police power, or public duty of the Town.

17. Entire Agreement

This Agreement is the entire agreement between the Parties concerning Renter's use of the facility. It supersedes all prior discussions, understandings, or agreements concerning the same subject matter.

This Agreement may be amended only in a writing signed by both Parties and approved as required by law.

Renter Initials

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

19. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date written above.

LESSOR:

TOWN OF PINE LEVEL, ALABAMA

By: _____

Name: Zachary Bigley

Title: Mayor

Date: _____

LESSEE:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: Theresa L. Cook

Title: Clerk

Date: _____

Ballfield Agreement Process

☐

YOUR TEAM:

Submit the following information to townclerk@pinelevelal.gov with the subject of “Ballfield Rental”.

☐

Completed and signed agreement

☐

Certificate of Insurance

Once this information is received by the Town of Pine Level, the requested dates will be reviewed. If there are any conflicts, you will be contacted on the availability.

Upon the confirmed dates, you will receive a copy of the signed agreement with information on making payment.

The lock box code will be provided upon receipt of payment.

If you have any questions, please email townclerk@pinelevelal.gov with the subject of “Ballfield Rental”.