

Old Orchard Beach Recreation Ballpark Complex Baseball Stadium Renters Agreement

The Ballpark Recreation Complex, 7 Ballpark Way, Old Orchard Beach, ME-207-934-0860

Renter Information

Contact Name: _____ Title: _____

Organization: _____

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

Phone: Day: _____ Cell: _____

Email Address: _____

You must be a member of the requesting organization authorized to sign documents and agreements on behalf of the organization to sign this document.

Name: _____ Title: _____

Signature: _____ Date: _____

****Entry to Ballpark is prohibited until such time as the gates are open****

Date(s) of Rental: _____

Event Start Time(s): _____

Event Ending Time(s): _____

Gates Opening Time: _____ Gates Closing Time: _____

Event Description (please include age group and estimated number of participants and spectators)

Number of Day Games: _____ Number of innings per game: _____

Number of Double Headers: _____ Number of innings per game: _____

Number of Night Games: _____ Number of innings per game: _____

Facilities being Requested (check all that apply)		
<input type="checkbox"/> Infield, Outfield & Dugouts	<input type="checkbox"/> Bull Pens	<input type="checkbox"/> Field Lights
<input type="checkbox"/> PA System	<input type="checkbox"/> Electronic Scoreboard	<input type="checkbox"/> Under Stadium Batting Cages
<input type="checkbox"/> Press Box	<input type="checkbox"/> Internet Access	<input type="checkbox"/> Beer Stand
<input type="checkbox"/> Public Address Booth	<input type="checkbox"/> Rest Rooms	<input type="checkbox"/> Sign & Banner Space
<input type="checkbox"/> Concession Stand Food Svc.		
<input type="checkbox"/> Other:		

Fees			
Facilities Required	Unit Fee	No.	Total
Day game – field, stadium, in & outfield, NO lights	\$175		
Night game – field, stadium, in & outfield with lights	\$330		
Day Double – Header with above facilities (no in-between field prep)	\$275		
Tournament Day Game	\$250		
Tournament Night Game	\$375		
Practice/Clinic (hourly rate, no lights)	\$50/hr		
Late game that needs lights	\$100		
Electronic Scoreboard & PA System (operated by Renter)	TBD		
Other Request	TBD		
	Total		

Insurance

The Town of Old Orchard Beach requires any organization holding an event in the Town to have a Comprehensive General Liability Policy insuring liability and property damage against all claims and demands for any personal injury to or death of any person and damage to or destruction or loss of property which may have or be claimed to have occurred at the Ballpark in an amount not less than \$1,000,000, single limit, for injury to or death of one person, \$2,000,000 for injury to or death of more than one person in any single accident, and for not less than \$300,000 for damage to or destruction or loss of property.

The Town shall be listed on the required insurance policies as an additional co-insured, and the insurer shall provide to the Town certification of the required insurance and that the Town is a co-insured. Nothing in this paragraph shall be deemed to waive any immunity available to the Town under any State or Federal law, including but without limitation the Maine Tort Claims Act, codified at 14 M.R.S.A. §§8101, et seq.

Proof of insurance must be presented to the Ballpark Manager before a USAGE PERMIT is issued. Failure to provide the proof of insurance may result in cancellation of the event and any fees shall not be refunded.

Do you have sufficient liability insurance to cover this activity? _____ Yes _____ No

If yes, please provide certification that your policy meets the limits of liability described above and names The Town of Old Orchard Beach as co-insured.

Indemnification of Town.

User agrees that the Town will not be responsible for any loss, injury or damage to person or property which at any time may be suffered or sustained by lessee or by any person whosoever may at any time be using or occupying or visiting the premises or be in, on or about the same whether such loss, injury, death or damage is caused by or in any ways results from or arises out of any act, omission or negligence of user or any occupant, visitor or user of any portions of the premises, or results from or is caused by any other matter or thing whether the same kind as or of a different kind than the matters or things above set forth. User covenants to save defend, hold harmless and indemnify the Town and all of its agents and employees from and against any and all claims, loss, damage, injury, cost (including court costs and attorney’s fees) charge, liability or exposure, however caused, resulting from, arising out of or in any way connected with user occupation and use of the premises.

The Town is not responsible for any marketing or advertising for any event described in this request.

Event Cancellation

Cancellations can occur for many reasons. Because so many events are scheduled months ahead of time, there are times it may be difficult to accommodate rescheduling. The Ballpark, however, has held a time slot open that most likely will not have sufficient time to be rescheduled and the fees for that time slot are included as revenue in the Ballpark’s budget. In these cases, fee refunds may not be possible if an event is canceled.

In the case of a client canceling an event due to a preventable condition, the fee will not be refunded. If the scheduled event cannot be held due to an unpreventable circumstance, every attempt shall be made to reschedule the event and a portion of the fee shall be considered for refund.

On occasions when a game or event must be canceled by the Ballpark due to weather or unforeseen circumstances, every attempt shall be made to reschedule the game or event. If rescheduling an event canceled due to a Ballpark decision is not possible, a refund shall be issued promptly.

This agreement made on this day _____, 20____, by and between the Town of Old Orchard Beach Recreation Department and _____, referred to as “Renter”. The renter agrees to rent, and the Town of Old Orchard Beach Recreation Department agrees to make available the use of the baseball field located at 7 Ballpark Way, Old Orchard Beach, ME 04064 with the following terms and conditions:

- 1. The Renter shall pay to the Town of Old Orchard Beach the sum of \$_____ no later than _____.
- 2. The Renter shall have access to and use of the field and agreed upon facilities from ___ o’clock on _____, to _____ o’clock on _____, for the purpose of hosting the Renter’s event.
- 3. The Renter shall remove all personal property, trash and other items that were not present in the venue when the Renter took control of it.
- 4. Renter is responsible for any damages inflicted upon the venue by Renter and/or Renter’s associates, guests, invitees, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter’s knowledge or consent.

Renter’s Signature: _____ **Date:** _____
Old Orchard Beach Recreation Department: _____ **Date:** _____

Additional Information