

2015 THE FARM LEAGUE PARK FIELD RENTAL AGREEMENT

Date: _____

Renter (Contact Name): _____

Organization: _____

Phone Number: _____ E-mail: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Driver's License #: _____

Type of Event: _____

Date(s) of Event: _____

FIELD RENTAL RATES AND DEPOSIT STRUCTURE

FACILITY	FIELD RATE PER HOUR	Monthly Bulk Rate (Two - Two hour slots per week Rain or Shine)	Monthly Bulk Rate (One - Two hour slot per week Rain or Shine)
Baseball Field	\$40	\$520 per month	\$260 per month
Football Field***	\$50	Not Available	Not Available
Flag Football Field**	\$40	Not Available	Not Available
Multiuse Stadium***	\$50	Not Available	Not Available

ALL BULK RATES ARE CREDIT CARD ONLY BILLED ON THE FIRST OF THE MONTH
***** Football Field Rental prices do not include striping/painting lines. To paint lines first time is \$160, and \$100 to restripe after 2 weeks.*****

Fields: _____ Dates: _____ Times: _____

Payment method: Credit Card Cash Check

Credit Card type: _____ Credit Card #: _____

Name on Credit Card: _____ Expiration Date: _____

Billing Zip Code: _____ 3 digit Security Code: _____

(MAKE CHECKS PAYABLE TO TYSMG, LLC)

NOTE: PAYMENTS MUST BE RECEIVED PRIOR TO USE and Tuesday/Thursday time slots are a January to May 31st commitment and will be billed each month on 1st. _____ Initial to accept terms

TYSMG, LLC

Phone No.: (713) 299-3005

E-mail: susan@thefarmleague.com

Contact: Rob Patterson

This Farm League Park Field Rental Agreement is made and entered into by and between Renter as identified above and TYSMG, LLC, a Texas limited liability company. Renter's use of the facilities shall be subject to the following:

Terms and Conditions

1. **Facility Deposit.** TYSMG, LLC Facilities require a Facility Deposit as set forth above paid at the time of the reservation. The Facility Deposit will be refunded to Renter minus any charges incurred due to clean-up, damage to fields or equipment, etc. If facility deposit is waived, renter will be billed for any damage caused.
2. **Liability of Renter.** Renter understands that Renter assumes full responsibility for any damages incurred to any TYSMG, LLC equipment or property during the hours of the scheduled event. Further, the Renter is responsible for setting up, cleaning and putting all of the TYSMG, LLC's equipment away. Renter understands that in the event damages do occur and/or clean-up is required and the damages and costs of clean-up exceed the amount of the Facility Deposit, Renter will reimburse the TYSMG, LLC within three (3) days after presentation of an itemized invoice.
3. **Field Hours.** Renter understands that failure to end the scheduled activity at the designated time will result in an additional charge of \$100 per hour. Renter understands that all renters' equipment will be removed from the premises upon termination of the event, unless special arrangements have been made with TYSMG, LLC and provided for in writing.
4. **Rain Checks and Refunds.** Rain checks or refunds will be available during times of inclement weather. During times of inclement weather, all play/use of facility will be cancelled immediately. Any continued use of the facility which results in damage to the facility, will result in loss of deposit and/or prohibition from future facility use. TYSMG, LLC reserves the right to bill for any damage caused. Renter is responsible for exiting the Park when lightning is seen.
5. **Rules.** Renter is solely responsible for the conduct of attendees or others at the facility incidental to or during the time of the use hereby contemplated. Renter must be present at the facility AT ALL TIMES during such period. Renter agrees to be responsible for strict observance and adherence by Renter and Renter's attendees of and to all rules and regulations of TYSMG, LLC regarding use of and conduct at the facility. A copy of the Farm League Park Rules is attached hereto and is made a part hereof.
6. **Severability.** Any provision of this agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement.
7. **Assignment.** Renter may not assign this agreement without the prior written approval of TYSMG, LLC.
8. **Termination.** TYSMG, LLC may terminate this agreement at any time for any reason including, but not limited to non-payment of fees or deposits, violation of Farm League Park Rules and Regulations by Renter or any of Renter's attendees, poor sportsmanship, abusive language, fighting, and such other reasons as TYSMG, LLC may deem appropriate.

9. **LIABILITY WAIVER AND RELEASE:**

RENTER SHALL INDEMNIFY AND SAVE HARMLESS TYSMG, LLC, ITS OFFICERS, DIRECTORS, AGENTS, LEGAL REPRESENTATIVES AND EMPLOYEES FROM ALL LIABILITY, SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY AND ALL LOSSES, INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY RENTER, RENTER'S FAMILY, EMPLOYEES, INVITEES, PATRONS, GUESTS, ATTENDEES, OR VISITORS, OR ANY OTHER PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY THE USE OF THE FACILITY.

TYSMG, LLC, ITS OFFICERS, DIRECTORS, AGENTS, LEGAL REPRESENTATIVES, AND EMPLOYEES SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY RENTER, RENTER'S FAMILY, EMPLOYEES, INVITEES, PATRONS, GUESTS, ATTENDEES, OR VISITORS, AND ANY OTHER PERSON OR PERSONS FROM AND AGAINST ANY AND ALL CLAIMS AND DAMAGES OF EVERY KIND, FOR INJURY TO OR DEATH OF RENTER OR RENTER'S FAMILY, EMPLOYEES, INVITEES, PATRONS, GUESTS, ATTENDEES, OR VISITORS, OR TO ANY OTHER PERSON OR PERSONS AND FOR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF OR ATTRIBUTED, DIRECTLY OR INDIRECTLY, TO THE RENTER'S USE OF THE FACILITY.

TYSMG, LLC, ITS OFFICERS, DIRECTORS, AGENTS, LEGAL REPRESENTATIVES AND EMPLOYEES SHALL NOT BE LIABLE TO RENTER OR RENTER'S FAMILY, EMPLOYEES, INVITEES, PATRONS, GUESTS, ATTENDEES, OR VISITORS, OR TO ANY OTHER PERSON, FOR ANY DAMAGE TO PERSON OR PROPERTY, CAUSED BY THE NEGLIGENCE OF TYSMG, LLC OR DUE TO THE FACILITY OR ANY APPURTENANCES BEING IMPROPERLY CONSTRUCTED, OR BEING OR BECOMING OUT OF REPAIR, NOR FOR ANY DAMAGE FROM ANY DEFECTS OR WANT OF REPAIR OF ANY PART OF THE FACILITY. RENTER ACCEPTS THE FACILITY AS SUITABLE FOR THE PURPOSES FOR WHICH IT IS USED AND ACCEPTS THE FACILITY AND EACH AND EVERY APPURTENANCE, AND WAIVES ANY DEFECTS, AND AGREES TO HOLD TYSMG, LLC HARMLESS FROM ALL CLAIMS FOR ANY SUCH DAMAGE, INCLUDING ATTORNEYS FEES AND ANY OTHER CLAIMS AND EXPENSES INCIDENT THERETO.

I have read and agree to the terms set forth in this agreement and specifically to the Liability Waiver and Release set forth above. **ALL BULK RATES ARE CREDIT CARD ONLY BILLED ON THE FIRST OF THE MONTH. By signing you are authorizing 1st of month billing via credit card on bulk rate purchases.**

Signature: _____

Date: _____

Farm League Park Rules and Regulations

1. Youth activities must have one adult supervisor for every 20 children participating in the activity.
2. TYSMG, LLC reserves the right to suspend usage of the facilities due to weather conditions that may endanger the participants, damage the field, or for such other reasons as TYSMG, LLC may determine is appropriate. Renter is responsible for exiting the Park when lightning is seen.
3. Abusive language, poor sportsmanship, and fighting are not allowed at any time. Any incident of the above will result in termination of Renter's use of the fields without refund.
4. Any property damage caused by sports activity is the responsibility of the renter.
5. No vehicles are allowed on grass areas for any reason.
6. No alcoholic beverages are permitted.
7. No one under the age of 21 may enter into a field rental agreement for the purpose of securing a facility rental.
8. No booths, vendors or barbeque pits allowed on grass, unless otherwise permitted by TYSMG, LLC in writing.
9. No soliciting is allowed.
10. Glass containers are prohibited.
11. No pets allowed.