

# 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) \$600 per month NA	Monthly Bulk Rate (One - Two hour slot per week Rain or Shine) \$320 per month NA
Baseball Field Turf	\$60	\$600 per month NA	\$320 per month NA
Football Field***	\$60	Not Available	Not Available
Flag Football Field**	\$40	Not Available	Not Available
Multiuse Stadium***	\$60	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.\*\*\***

**Organizations with multiple teams (4 or more) please contact us for availability and rates**

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 TFL PLAY IT FORWARD)**

**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

TFL PLAY IT FORWARD

Phone No.: (713) 299-3005

Email: [Sherry@thefarmleague.com](mailto:Sherry@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 TFL PLAY IT FORWARD. Renter's use of the facilities shall be subject to the following:

### **Terms and Conditions**

1. **Facility Deposit.** TFL PLAY IT FORWARD 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 TFL PLAY IT FORWARD equipment or property during the hours of the scheduled event. Further, the Renter is responsible for setting up, cleaning and putting all of the TFL PLAY IT FORWARD'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 TFL PLAY IT FORWARD 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 TFL PLAY IT FORWARD 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. TFL PLAY IT FORWARD reserves the right to bill for any damage caused. Renter is responsible for exiting the Park when lightning is seen.
5. **Canceling a rental.** If a field is rented and canceled by the renter for any reason it must be done 10 days prior to the rental. Fields can not be "blocked off or saved" without payment for that activity. No refunds will be given if done after the 10 day period. Any cancelation must be done by email.
6. **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 TFL PLAY IT FORWARD 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. Renters are responsible for the safety of their players- EX- storms, lightning and practices.
7. **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.

8. Assignment. Renter may not assign this agreement without the prior written approval of TFL PLAY IT FORWARD.
9. Termination. TFL PLAY IT FORWARD 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 TFL PLAY IT FORWARD may deem appropriate.

10. **LIABILITY WAIVER AND RELEASE:**

RENTER SHALL INDEMNIFY AND SAVE HARMLESS TFL PLAY IT FORWARD, 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.

TFL PLAY IT FORWARD, 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.

TFL PLAY IT FORWARD, 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 TFL PLAY IT FORWARD 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 TFL PLAY IT FORWARD 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 1<sup>st</sup> 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. TFL PLAY IT FORWARD 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 TFL PLAY IT FORWARD 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 food sales are allowed, unless otherwise permitted by TFL PLAY IT FORWARD in writing.
9. No fires no barbeque pits are allowed
10. No fireworks are allowed
11. No soliciting is allowed.
12. Glass containers are prohibited.
13. No pets or animals allowed.
14. Lights will turn on a max of 15 minutes prior to a practice start time and off 15 minutes after the end of the scheduled practice.
15. If needed, we have a full function URGENT CARE in the front of the park. Memorial Hermann is there for any player or parent.
16. On any football field a max of 60 players may be on that field at any time for a practice.