



**NOBLESVILLE PARKS AND RECREATION  
ATHLETIC FACILITY RENTAL AGREEMENT 2019: Revised 8/19/2019**

Parks and the Renter agree to the following terms and conditions:

**1. Facility Availability:**

- a. Athletic facilities may be rented when not otherwise scheduled by City of Noblesville Parks and Recreation. Rental requests will be processed on a “first-come, first-serve basis.” In the event that two organizations request facility spaces at the same time, the first organization to submit its facility deposit and/or 20% down payment shall receive rental priority.
- b. In the event that an organization needs to reschedule, (practice, game, etc.) requests will be honored based upon current calendar availability, *but are not guaranteed*. The rental client must be *current on all rental facility payments* to be considered for a reschedule.
- c. City of Noblesville Parks reserves the right to deny any request or any reservation if it is made less than 7 days in advance.
- d. City of Noblesville Parks reserves the right to deny any request to expand the scope or duration of a preexisting reservation if such request is made less than 72 hours prior to the start of the event in question.
- e. City of Noblesville Parks reserves the right to deny an application for the use of the facilities when such use is not in the interest of the City of Noblesville or does not meet the Mission of the Noblesville Parks Department.
- f. City of Noblesville Parks reserves the right to cancel a reservation at any time if the cancellation is in the best interest of the City. In the event that Parks cancels an event for this reason, all rental fees will be refunded.

**2. Rental Fees:**

- a. All Recreation Annex rentals require a refundable facility deposit of \$200.00. (Refund availability based upon cancellation policy in Section 8.)
- b. Any rentals *exceeding one day* shall require a 20% down payment plus the refundable facility deposit to book the facility.
- c. Rental facility deposit and down payment for multi-day bookings must be paid at time of reservation, balance and ticket sales must be paid in full within 30 days of event completion. Fees can be paid by check, cash, money order or credit card. **No reservation is complete until full deposit and/or 20% down payment has been received.**
- d. To be considered for the NYSA/Not-for-Profit rates a 501(c)3, 501(c)4 and 501(c)6 issued declaration page must be provided to the Parks Department.
- e. Taxes will be applied to all rental charges unless a Tax Exempt letter is provided.
- f. Facility monitors will do a post-event walk through, noting the condition or any damage that might be present to the facility. The renter shall understand that the final determination of the return of the facility deposit will be made after a final inspection the day following the event. Deposit refund is not based solely upon the facility monitor report. If facility is clean and free of any new damage, deposit will be refunded by the Recreation Coordinator after the completion of the event. Refunds may take up to 45 days to process, and will be refunded in the form of a check.

- g. If damage exists or excessive clean-up is necessary after the event, *the deposit will automatically be forfeited*. If damage/clean-up exceeds the deposit amount, the renter is responsible for any additional costs necessary to return the facility to its original status.

### 3. Admission and Concession Fees:

Admission Fees:

- a. Public and For-Profit teams may charge admission to spectators of their events. These events will be charged 15% of all ticket sales, payable to City of Noblesville Parks and Recreation.
- b. NYSA/Non-Profit organizations may also charge admission to spectators. These events will be charged 10% of all ticket sales, payable to City of Noblesville Parks and Recreation.
  - 1. The renter must provide all accounting for tickets sold, which will be compared with attendance records documented by the Parks and Recreation Facility Monitor for the event.
  - 2. All rental deposits and payments must be paid at the time of reservation.
  - 3. Upon receipt of the organization's ticket accounting information, Parks and Recreation will submit an invoice to the renter. Payment owed for ticket sales is due within 30 days of receipt of invoice.
- c. Documented NYSA/Non-Profit organizations with a declaration page of their status on file with City of Noblesville Parks and Recreation may apply for a waiver of the 10% ticketing fee. NOTE: Waiver application does not guarantee approval.

Concessions:

- d. Should the renter wish to use the College Gym Concession Stand area, an additional rental space fee of \$50.00 per day for a public/for-profit event or \$30.00 per day for a NYSA/Non-Profit will apply.

<i>Athletic Facility Rental Rates</i>	<b>Public Rentals/Groups/Teams</b>	<b>NYSA/Not For Profit</b>
<b>Community or College Gym Rental</b>	\$50/hour	\$30/hour
<b>Community Gym with 2 Batting Cages</b>	\$75/hour	\$50/hour
<b>Annex Wellness Room or Locker Rooms only</b>	\$30/hour	\$20/hour
<b>Annex Classroom Rental</b>	\$30/hour	\$20/hour
<b>College Gym Concession Stand</b>	\$50/day	\$30/day
<b>*Refundable Deposit/Down Payment</b>	\$200 1 day/ \$200 + 20% of total multiple days	\$200 1 day/ \$200 + 20% of total multiple days
<b>Ticketed Event Sales Percentage</b>	15% of all ticket sales to event	10% of all ticket sales to event

### 4. Services:

- a. Parks will prepare each Facility once *prior* to the rental (sweep gym, etc.)
- b. Renters are responsible for cleaning all event trash and assisting the Facility Monitor in taking it to the dumpster. Should the renter choose, they may elect to pack trash out of event in personal vehicles. Renters are also responsible for cleaning the bleachers following their event. Parks shall provide necessary items such as: brooms, dustpans, garbage bags and trash receptacles.
- c. The Renter shall monitor the area rented and place all trash in receptacles.
- d. The Renter is responsible for providing all other services and items necessary for play, unless prior arrangements are made at the time of walk-through. This includes but is not limited to: goals, balls, and any equipment necessary for sports practices.
- e. Parks does not provide officials or scorekeepers for any event.

**5. Hours of Use:**

- a. Recreation Annex rentals may begin at 7:00 am and must conclude by 11:00 pm.
- b. *Clean-up must be completed and all participants/guests must be out of the facility no later than midnight.*
- c. Your purchased (scheduled) time needs to include any/all set-up/clean-up time, including outside vendor set up.

**6. Facility Playability:**

- a. Facility playability determinations may be based upon weather conditions, facility conditions, and/or any other factors that may impact safety.
- b. If road conditions are predicted to be at the red level where only emergency services should be on the roads, all activity will be suspended and money refunded, or event rescheduled.

**7. Rules and Regulations:**

- a. The Renter is responsible for ensuring that all park or facility rules and regulations are observed by players and others using the rented facility.
- b. Violation of park or facility rules and regulations may be grounds for termination of the rental agreement. In the event of termination for this reason, no refunds will be given.
- c. Noise makers are strictly prohibited for use at rented facilities.

**8. Cancellation Policy:** A cancellation made more than 60 days prior to your event is fully refundable. A cancellation made 31-60 days prior to your event will be fully refunded, less the facility deposit and/or 20% down payment. A cancellation made 29 days up to the day prior to your event cannot be refunded.

**9. Condition of Facility:** The renter is responsible for ensuring that the rented facilities are clean and in good repair at the end of the rental period. In the event that Parks must take steps to clean or repair the facilities, the Renter will forfeit deposit. If additional charges accrue due to facility damage or necessity of repair/extensive cleaning, renter will be charged accordingly for replacement and repair.

**10. Insurance:** The Renter shall maintain comprehensive general liability insurance in the amount of Three Hundred Thousand Dollars (\$300,000) for bodily injury per person in any one occurrence and One Million Dollars (\$1,000,000) in any one occurrence for all persons in that occurrence. Property damage shall be in the amount of One Hundred Thousand Dollars (\$100,000) per occurrence. The policy shall name the City of Noblesville Parks and Recreation Department, Ivy Tech Community College and the Renter as insured parties, and the Renter shall provide Parks with a certificate of insurance at least two weeks before the start of the event.

**11. Liability:**

- a. The Renter agrees to release, hold harmless, and indemnify Ivy Tech Community College, the City of Noblesville, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims which may arise from the use of the facility during the rental period. This release includes claims for personal injury, property damage, and/or any other type of claim or cause of action which might be brought by the Renter or by any third party.
- b. The Renter agrees to assume financial responsibility for the repair or replacement of any facility equipment or fixture which is damaged through the negligence of the Renter or participants or spectators at the Renter's event. The decision to repair or replace equipment shall be at the election of Parks.



**NOBLESVILLE PARKS AND RECREATION  
RECREATION ANNEX FACILITY RENTAL AGREEMENT**

This Recreation Annex Facility Rental Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the City of Noblesville Parks and Recreation Department ("Parks") and \_\_\_\_\_ ("Renter").

**Request for Facilities** *(Select all that apply)*

- Community Gym
- College Gym
- Community Batting Cages (2 included, plus full Community Gym)
- Wellness Room
- Classroom(s) # \_\_\_\_\_
- College Gym Concession Stand
- Locker Rooms

Group/Organization Name: \_\_\_\_\_

Group/Organization Address: \_\_\_\_\_

Authorized Agent Name: \_\_\_\_\_

Authorized Agent Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Day(s): \_\_\_\_\_ Date(s): \_\_\_\_\_

Times: \_\_\_\_\_  Daily  Weekly  Monthly  1 Time Event

***If Weekly, days of the week:*** (Circle all applicable)

Monday    Tuesday    Wednesday    Thursday    Friday    Saturday    Sunday

**Deposit Cost and/or 20% down payment:** \_\_\_\_\_

**Date Payment Received:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

**Renter**

**Noblesville Parks Department Authorized Agent**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone: Daytime / Evening

\_\_\_\_\_  
Date