



WATERLOO LEISURE SERVICES TOURNAMENT DIAMOND RENTAL CONTRACT

This Agreement is made and entered into this, _____ day of _____, 20____, by and between the City of Waterloo, by and through the Waterloo Leisure Services Commission (hereinafter “Lessor”), and _____ (hereinafter “Lessee”) for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge. The terms of this Agreement are as follows:

1. EVENT ORGANIZER INFORMATION

Event Name: _____

Organization Name: _____ Alt. Phone: _____

Contact Name: _____ Address: _____

Email: _____ City: _____

Cell Phone: _____ State: _____ Zip: _____

2. EVENT DATES

Lessor agrees to permit Lessee to use complex diamonds on dates stated below. Lessor should make every good faith attempt to notify Lessee in the event there is a change in the time when the facility may be rented.

Event Date #1: _____ 1 Day or 2 Day or 3 Day Event

Event Date #2: _____ 1 Day or 2 Day or 3 Day Event

Event Date #3: _____ 1 Day or 2 Day or 3 Day Event

3. DIAMONDS AND FEATURES

Please check the estimated number of diamonds needed for event.

Riverfront Sports Park – generally located @ 500 Burton Avenue

___	Diamond #1	Skinned infield	Pitch 40’ Bases 60’/65’	L 185’ C 185’ R 185’	Lights	Electric Scoreboard
___	Diamond #2	Skinned infield	Pitch 40’ Bases 60’/65’/70’	L 210’ C 240’ R 220’	Lights	Electric Scoreboard
___	Diamond #3	Skinned infield	Pitch 40’ Bases 60’/65’/70’	L 250’ C 250’ R 250’	Lights	Electric Scoreboard
___	Diamond #4	Skinned infield	Pitch 40’ Bases 60’/65’/70’	L 250’ C 250’ R 250’	Lights	Electric Scoreboard
___	Diamond #5	Skinned infield	Pitch 40’ Bases 60’	L 125’ C 131’ R 125’		
___	Diamond #6	Skinned infield	Pitch 40’ Bases 60’	L 125’ C 131’ R 125’		
___	Diamond #7	Skinned infield	Pitch 40’ Bases 60’	L 176’ C 203’ R 170’	Lights	Electric Scoreboard
___	Diamond #8	Skinned infield	Pitch 40’ Bases 60’	L 160’ C 210’ R 175’	Lights	Electric Scoreboard

Danes Complex – generally located @ 1000 Movilla Street

___	Diamond #1	Grass infield w/ mound	Pitch 54’ Bases 80’	L 275’ C 275’ R 275’		Electric Scoreboard
___	Diamond #2	Grass infield w/ mound	Pitch 54’ Bases 80’	L 275’ C 275’ R 275’		Electric Scoreboard
___	Diamond #3	Grass infield w/ mound	Pitch 54’ Bases 80’	L 265’ C 305’ R 275’	Lights	Electric Scoreboard

Tibbitts Complex – generally located @ 1500 West Donald Street

___	Diamond #1	Grass infield w/ mound	Pitch 54’ Bases 80’	L 240’ C 285’ R 270’		Electric Scoreboard
___	Diamond #2	Grass infield w/ mound	Pitch 54’ Bases 80’	L 250’ C 285’ R 240’		Electric Scoreboard
___	Diamond #3	Skinned infield	Pitch 40’ Bases 60’	L 185’ C 210’ R 190’		Electric Scoreboard

Hellman Field – generally located @ 1224 Mobile Street

___	Hellman Field	Skinned infield	Pitch 40’ Bases 60’	L 182’ C 203’ R 167’	Lights	Electric Scoreboard
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4. RATES AND OTHER NEEDS.

Reserve Tournament Date Deposit: The Lessee agrees to pay Lessor payment of \$75.00 + tax (\$80.25) per complex to reserve tournament date. If tournament is more than one (1) day the Lessee will pay the Lessor \$75.00 + tax (\$80.25) per tournament date deposit per complex. **Example,** if the tournament is a two (2) day, Saturday and Sunday at RSP, the Lessee will pay \$160.50 to reserve the tournament date. If the tournament is a two (2) day, Saturday and Sunday at RSP and Dane, the Lessee will pay \$321.00 to reserve the tournament date.

Tournament Game Fee: RSP Complex and Hellman Field: \$10.00+ tax per tournament game for the entirety of tournament.
Dane Complex and Tibbitts Complex: \$12.50+ tax per tournament game for the entirety of tournament.

Example: If a tournament at RSP Complex has 10 games for the tournament the total cost of the tournament is \$107. \$107-\$80.25 (reserve tournament date deposit)= \$26.75 due the Friday after the tournament is completed. If a tournament at Dane has 6 games for the tournament the total cost of the tournament is \$80.25. \$80.25-\$80.25 (reserve tournament date deposit) = \$0.00 owed for the tournament.

If tournament is cancelled due to weather or fields are deemed unplayable, the Lessor will keep \$25.00 per day of the lock in tournament date deposit.

If tournament is cancelled and fields are deemed playable, the Lessor will keep all of the lock in tournament date deposit.

Merchandise Sales: Space will be made available to event organizers to sell event merchandise.

Space Needed?
Yes or No

Concession Sales: Waterloo Staff will be the sole providers of food and beverage concessions at Riverfront Sports Park.
There are no concession facilities at any other complex.

Do you want concessions available for your event?
Yes or No

Scoreboards: There are electronic scoreboards at the fields listed above. Lessee is responsible for any damages to console.

Use Electronic Scoreboards?
Yes or No

Portable Baseball Pitching Mounds: Riverfront has six (6) True Pitch portable Baseball pitching mounds that can be used at Riverfront Sports Park
And Hellman Field has one (1) True Pitch portable baseball pitching mound.

Use of Portable Pitching Mounds?
Yes or No

5. RULES:

- A. All participants playing baseball and/or softball must wear necessary protective equipment while participating in contests.
- B. Leisure Services will supply staff to prepare and maintain fields. Assistance may be requested in game preparation duties (chalking, raking, etc.) in order to keep tournaments on schedule.
- C. Lessor is expected to assist with keeping Riverfront Sports Park free of trash through and at the completion of their event.

6. SCHEDULING

- A. It is further agreed that any dates, times, and rates, in addition to the above, must be negotiated with Lessor and reduced to writing prior to its effectiveness. Lessee shall provide Lessor with an estimate on number of teams 14 days prior to the rental and a firm number of teams 3 days from the rental.
- B. If for any reason Lessor deems it necessary to deem fields at any complex unplayable, either temporarily or permanently, Lessor will not assume nor be responsible for any loss, financial or otherwise, incurred by any organization including Lessee, utilizing complex(s) on a regular, contractual, or other basis resulting from said closure of the facility. This disclaimer shall further notify all Lessees, users, and/or parties' agreement that Lessor shall not be liable for any consequential damages resulting from the closure of a complex for any reason.

7. CANCELLATIONS.

Any non-weather related cancellations of rentals must be made at least ninety-six (96) hours in advance or Lessee shall forfeit their reservation fee. No one shall be permitted on infields until the diamond groomer and operator are off the skinned area.

8. INCLEMENT WEATHER:

- A. If any inclement weather happens during dates of rental, Lessee decides to get the fields in playable condition; Lessor can bill Lessee for the amount of \$12.50 per bag of diamond dry used during the event.

9. TOBACCO, SMOKE AND ALCOHOL FREE FACILITY.

Lessee understands that all Waterloo Complexes are a tobacco and alcohol free facilities, and any violations thereof may cause the offender to be punished accordingly as well as place Lessee in default of this Agreement if any agent, employee, or other

person under Lessee's control violates said tobacco free condition. According, Lessee shall make every effort to prevent any use of tobacco and alcohol, including the chewing or smoking thereof, at any complex during the term of this Agreement.

10. PROOF OF INSURANCE:

Lessee must provide proof of insurance 14 days prior to scheduled tournament date. On the insurance policy the City of Waterloo needs to be listed as an additional insured.

11. INDEMNITY.

In consideration of the extension of this privilege to Lessee, Lessee agrees to release Lessor, including its employees and agents, from any and all claims and/or cause of action, which may arise from this Agreement.

To the fullest extent permitted by law, Lessee shall indemnify and hold harmless Lessor, including its consultants, agents and/or employees from and against all claims, damages, fees, whether incurred prior to or during litigation, administrative hearings, arbitration, or bankruptcy proceedings, including trial and appellate levels, which may in any way arise out of or result from the occupancy or use of the premises described herein and/or this Agreement, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission or other fault of Lessee or anyone directly or indirectly employed by it or anyone for whose acts, Lessee may be liable, regardless of whether or not it was caused in part by a party indemnified thereunder.

CITY OF WATERLOO

LESSOR _____ / /20 LESSEE _____ / /20

OFFICE USE ONLY: __ Copy of Contract __ Copy of Proof of Insurance __ City of Waterloo Additional Insured